

## **MYTRICORE PATIENT PORTAL TERMS OF USE**

Effective Date: December 5, 2024

These Terms of Use constitute a binding agreement between you and your clinical laboratory, which may be TriCore Reference Laboratories, TriCore, Inc. or TriCore Laboratory Service Corporation (each individually and collectively “TriCore”). These Terms of Use govern your use of the MyTriCore patient portal (“Patient Portal” or “Service”). Your use of the Service means that you have read, understand, and agree to these Terms of Use.

The Patient Portal is provided on behalf of TriCore and our employees, managers, officers, directors, agents and representatives, and is powered by Luminare Health, Inc. (collectively, “Portal Operators”). The Portal Operators are either parties or intended third-party beneficiaries of this agreement and are entitled to enforce all the terms and conditions of this agreement.

The Portal Operators reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time. If we do this, we will post the changes on this page and update the Effective Date. You may access a current, effective copy of these Terms of Use by visiting the “Terms of Use” link in the Patient Portal (<https://tricore.luminarehealth.com/common/termsAndConditions>). Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Use. If you do not agree to abide by any new Terms of Use, you should discontinue use of the Service.

### **Patient Portal Service**

We are pleased to offer you access to the Service, which enables you to easily and securely access laboratory test results and related information, and better understand those results and information, through a web-based platform. The Service is offered for free.

Please note, you cannot schedule an appointment or pay for a test or service that has been ordered by your healthcare provider directly through the Patient Portal:

- If you want to schedule an appointment, you can go to our appointment site, which is operated by NEMO-Q: <https://nqa4.nemogappointment.com/Booking/Booking/Index/tr87i5co43re>. You can also access this site through our website: <https://www.tricore.org/patients/getting-tested/>.
- If you want to pay for a test or service, you can go to our Patient Payment Portal, which is operated by Instamed: <https://pay.instamed.com/Form/PaymentPortal/Default?id=tricore>. You can also access this site through our website: <https://www.tricore.org/patients/paying-your-bills/>

### **Patient Portal Account**

In order to access the Patient Portal, you must set up an account (“Patient Portal Account”). The Patient Portal is offered to adult patients (patients that are at least 18 years of age or legally emancipated),

personal representatives of adult patients and personal representatives (e.g., parents) of unemancipated minor patients under 14 years of age.

Personal representatives of adult patients and emancipated minors are verified through a manual process, so there may be a delay in the provision of a Patient Portal Account to these types of requestors in order to perform identity, authority or emancipation verification. For example, if you are a personal representative of an adult patient, we may need to obtain proof of your authority such as a durable health care power of attorney, etc. If there is a delay in the provision of an account, it will be no longer than necessary to accomplish the intended purpose of the delay.

Due to state laws that allow a minor to consent to certain services and our inability to segregate the results of such services in the Patient Portal, we do not allow the personal representatives of unemancipated minor patients 14 years of age and older to access records through the Patient Portal. Further, we do not allow unemancipated minor patients to create a Patient Portal Account due to legal and technical and administrative infeasibility reasons.

By setting up a Patient Portal Account, you acknowledge that you are at least 18 years of age, or legally emancipated, and that you are requesting access to the Service on your own behalf or on behalf of an adult patient or an unemancipated minor under 14 years of age. You further agree to provide and maintain true, accurate, current, and complete information as prompted by the Service.

In setting up a Patient Portal Account, you will be asked to provide some basic demographic information. It is extremely important that the information you provide is accurate and matches the information provided by the health care provider who ordered the diagnostic tests. If the information does not match, the laboratory results and related information may not be displayed through the Patient Portal.

### **Patient Portal Access**

The Portal Operators hereby grant you a limited revocable, non-exclusive, non-assignable and non-transferable right to create a Patient Portal Account for your own use and to use the Service to access, exchange and use Electronic Health Information (“EHI”) in accordance with the laws that apply to you and TriCore.

**YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE AT ALL TIMES SATISFIES YOUR REQUEST FOR EHI IN THE MANNER YOU HAVE REQUESTED IT IN CONNECTION WITH THE PATIENT PORTAL. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU MUST NOT CREATE A PATIENT PORTAL ACCOUNT AND MUST NOT USE (OR MUST STOP USING) THE SERVICE IMMEDIATELY. YOU ALSO UNDERSTAND AND AGREE THAT CERTAIN EHI, AS DESCRIBED IN THESE TERMS, MAY NOT BE AVAILABLE THROUGH THE SERVICE DUE TO PRIVACY LAWS AND/OR THE INABILITY TO SEGMENT AND PROVIDE THE EHI IN A WAY THAT COMPLIES WITH APPLICABLE LAW.**

If you do not agree with these Terms of Use, we will deem your request for EHI through the Service as withdrawn (taken back) by you. If you do not wish to withdraw your EHI request, please contact us at 1-1-800-245-3296 or go to: <https://www.tricore.org/patients/getting-results/> and tell us what EHI you are requesting. We will work with you to fulfill your EHI request in an alternative manner and in accordance with the state and federal laws that apply to TriCore.

Accessing the Patient Portal and using the Service does not constitute an exercise of the individual right of access under the Health Insurance Portability and Accountability Act (“HIPAA”) for some or all of your EHI. If you want to want to exercise HIPAA’s right to access, please contact us at 1-800-245-3296 or go to <https://www.tricore.org/patients/getting-results/>. See also [TriCore’s Notice of Privacy Practices](#).

### **Password and Security**

You are responsible for maintaining the confidentiality of your password and account details, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (i) not share your password or login information with anyone who you have not authorized to access your account and/or view your health information; (ii) immediately notify the Portal Operators at [admin@luminatehealth.com](mailto:admin@luminatehealth.com) of any unauthorized use of your password or account or any other breach of security; and (iii) ensure that you exit from your account and close your browser at the end of each session when accessing the Service. The Portal Operators are not liable for any loss or damage arising from your failure to comply with this section of the agreement.

### **Patient Portal Content**

You understand and acknowledge that what is available to you through your Patient Portal account (“Patient Portal Content”) is not a complete record of all your health information that is maintained by or for TriCore. Nor is it a complete record of all your health information that is maintained by other health care providers, health plans or others.

You acknowledge and agree that by accessing the Patient Portal and using the Service, we are providing to you reported lab values/results from 18 months up to the date you access the Patient Portal as well as related patient demographics and service information. You acknowledge and agree that we are providing the EHI that you have requested in the manner you have requested it. Due to system performance and patient matching concerns we cannot provide reported lab values/results and related information prior to 18 months (“Historical Data”) through the Patient Portal. However, you can access Historical Data by contacting us at 1-800-245-3296 or by going to <https://www.tricore.org/patients/getting-results/>.

Due to our obligations to comply with a complex set of state and federal health information laws, as well as limits on our technical and administrative capabilities to segment data, there may be instances where we must delay immediate access to certain EHI or may withhold certain EHI to prevent substantial harm to a person.

You understand and agree that:

- The EHI available through the Patient Portal may include health information that neither TriCore nor the Portal Operators created, and that neither TriCore nor the Portal Operators are responsible for verifying the accuracy of third-party information. All third-party information is provided “AS IS” with all faults. Neither TriCore nor the Portal Operators guarantee that third-party information in the Patient Portal will be accurate, complete, timely (real-time), error free, or without interruptions.
- The Patient Portal may not contain: (i) health information that is subject to more restricted access under federal or state law, such as information protected by 42 C.F.R. Part 2 , because it is infeasible under the circumstances to make that information available in a way that complies with

the applicable law; (ii) health information that is not maintained by TriCore in your designated health record; (iii) non-final clinical information, such as incomplete test results pending confirmation if TriCore is not using such data to make health care decisions about individuals; (iv) Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding; (v) health information that an individual has requested, and TriCore has agreed, to not share through the Patient Portal; (vi) health information created or obtained during research that includes treatment; (vii) health information protected by the federal Privacy Act (5 U.S.C. § 522a); (viii) information provided by a non-health care provider pursuant to promises of confidentiality if the information would reveal the confidential source; and (ix) health information for which a licensed health care professional—who has a current or prior clinical-patient relationship with the patient whose health information is at issue—has determined on an individualized basis in the exercise of professional judgment that denying or delaying the access, exchange or use of EHI will substantially reduce a risk of a harm to the patient or other natural person. Depending on the circumstances, it may not be feasible for TriCore to segment this health information from other EHI in your Patient Portal. In such instances, TriCore may suspend, disable or terminate your Patient Portal account and/or use of the Service.

To request health information that is not accessible through your Patient Portal, and/or to request access to health information (including EHI) in a manner other than through the Patient Portal, please contact us at 1-800-245-3296 or go to <https://www.tricore.org/patients/getting-results/>.

### **No Medical Advice**

The Service does not constitute medical or health care advice. The Service is solely a technology platform. Any content accessed through the Service is for informational purposes only, and is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. You should consult your doctor or other qualified health care provider if you have any questions about your test results, a medical condition, or before taking any drug or commencing or discontinuing any course of treatment. Do not ignore or delay obtaining professional medical advice because of information accessed through the Service.

Luminate Health, Inc. and its affiliates and agents (“Luminate Health”) operate the Patient Portal under a contract with TriCore. Luminate Health and its agents are not health care professionals and assume no responsibility for the Patient Portal Content or any consequence relating directly or indirectly to any action or inaction you take based on the Patient Portal Content or use of the Service. Luminate Health and its agents shall not be liable for any false positive results, false negative results, inconclusive results, course treatment, diagnosis or any other information, Service or products received from TriCore or any other health care professionals.

### **Use of Your Information/Privacy**

If you set up a Patient Portal account, you may provide only information that you own or have the right to use/disclose. The Provider Operators will only use and disclose information you provide as permitted by their privacy policies and applicable law. When TriCore is acting as a covered entity under HIPAA (e.g., when it is providing diagnostic testing Service), [TriCore’s Notice of Privacy Practices](#) apply to our use and disclosure of your protected health information (“PHI”), and the Portal Operators will only use and disclose your PHI as permitted by HIPAA.

## **Modification, Suspension and Termination of Your Patient Portal account**

You may suspend and/or terminate your Patient Portal account by either contacting TriCore customer support at [patientportal@tricare.org](mailto:patientportal@tricare.org) or by emailing [admin@luminatehealth.com](mailto:admin@luminatehealth.com) with their request.

The Portal Operators reserve the right to modify, deny, restrict, suspend, disable or terminate, (temporarily or permanently) your access to, or use of, the Service with or without notice under the following circumstances: (i) if the Portal Operators determine, in their sole discretion, that your access or use violates these Terms of Use; (ii) if the Portal Operators suspect you of fraudulent, abusive, or illegal activity, (iii) if the Portal Operators reasonably determine that your access to, or use of, the Service will present an unacceptable level of risk to the security of the systems or cause the Portal Operators to violate any applicable state or federal laws; and/or (iv) for any other reasons stated in these Terms of Use. You agree that any termination of your access to the Service under any provision of these Terms of Use may be affected without prior notice, and acknowledge and agree that the Portal Operators may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that the Portal Operators will not be liable to you or to any third party for any modification, suspension or termination of the Service.

In the event that the Portal Operators take action to deny, restrict, suspend, disable or terminate your access to, or use of, the Service, and you wish to have that action reviewed, you may contact us at 1-800-245-3296 or go to <https://www.tricare.org/patients/getting-results>. If your access to or use of, the Service is denied, restricted, suspended, disabled or terminated, you can access your EHI by contacting us at 1-800-245-3296 or go to <https://www.tricare.org/patients/getting-results>.

## **Unavailability and Performance Degradation**

In order to ensure the confidentiality, integrity, availability and good-working order of your Patient Portal account and the Service, as well as to make improvements and upgrades to the Service, your Patient Portal account and/or the Service may be temporarily unavailable, or the performance degraded, from time to time. You acknowledge and agree that the Portal Operators may make your Patient Portal account and the Service temporarily unavailable, or otherwise degrade their performance, under any of the following circumstances:

- Regularly scheduled or unscheduled system maintenance and/or upgrades;
- Backup procedures or other system outages;
- Data corruption issues, such as if the Portal Operators reasonably suspects there is misidentified, mismatched or corrupt data due to a technical failure or other reason that is reasonably likely to endanger the life or physical safety of a person;
- In response to a privacy or security event or risk; and/or
- An uncontrollable event, such as a natural or human-made disaster, public health emergency, public safety incident, war, terrorist attack, civil insurrection, strike or other labor unrest, telecommunication or internet Service interruption, or act of military, civil or regulatory authority. If there is an uncontrolled event, we will take reasonable steps to notify you that the Patient Portal is unavailable, such as by posting a notice on our website or communicating with you through any of the contact information you have provided to the Portal Operators.

When the Patient Portal is unavailable, please use other communication methods (such as the telephone) to contact us.

## **Your Health Applications and other Third-Party Applications**

You acknowledge and agree that the Portal Operators may deny third-party application access to some or all of your EHI if the Portal Operators reasonably determine, in their sole discretion, that allowing an application to connect or remain connected to the Service would present an unacceptable level of risk to the security of the Portal Operator systems. The Portal Operators are not responsible for the operation or use of any third-party application.

## **Third-Party Service**

The Patient Portal may contain or connect to content, products or Service offered by third parties including without limitation NEMO-Q, Instamed Communications, LLC, and Stripe ("Third-Party Service"). The Portal Operators have no control over Third-Party Service and those Third-Party Service does not operate under these Terms of Use. You should review the terms of use and privacy policy of any third party before using Third-Party Service. The Portal Operators take no responsibility for any Third-Party Service, including for the accuracy, availability, reliability, or completeness of information shared by or available through the Third-Party Service. The Portal Operators enable these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. You agree that you will not hold the Portal Operators liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Service.

The Portal Operators have enabled features within the Patient Portal that permit you to order and pay for direct to consumer testing ("Direct to Consumer Testing"). The Portal Operators use Stripe, Inc. and its affiliates ("Stripe"), a third-party payment processor, to facilitate payments for Direct to Consumer Testing through the Patient Portal. THE PORTAL OPERATORS DO NOT PROCESS PAYMENT FOR ANY SERVICES. To pay for your purchase, you will be asked to provide bank account, credit card and/or debit card information. You represent and warrant that such information you provide to Stripe is true and that you are authorized to use the payment instrument. These payment processing services are subject to the Stripe terms and conditions and other policies which are available at <https://stripe.com/legal> and Stripe's Global Privacy Policy which is available at: <https://stripe.com/privacy> (collectively, the "Stripe Agreements"). By agreeing to these Terms of Use, users that use the Stripe payment functions to purchase Direct to Consumer Testing also agree to be bound by the Stripe Agreements, as the same may be modified by Stripe from time to time. You hereby authorize Stripe to store and continue billing your specified payment method even after such payment method has expired (if applicable), to avoid interruptions in payment for any ordered tests. You will promptly update your account information with Stripe of any changes (for example, a change in your billing address or credit card expiration date) that may occur. Please contact Stripe for more information. The Portal Operators do not assume any liability or responsibility for any payments you make through the Patient Portal using Stripe payment processor.

Refunds. Payments made by you hereunder to TriCore are subject to the refund policy of TriCore. If you dispute any charges, you must contact TriCore in accordance with its refund policy.

## **Prohibited Conduct**

You agree to not use the Service to:

- Email, upload or otherwise transmit any content that: (i) infringes any intellectual property or other proprietary rights of any party; (ii) contains software viruses or any other computer code,

files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or corrupt, restrict destroy any data; or (iii) poses or creates a privacy or security risk to any person;

- interfere with, disrupt or attempt to interfere with or disrupt the integrity or performance of the Service, Patient Portal Content or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- violate any applicable local, state, national, or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- hack, manipulate or otherwise attempt to gain unauthorized access to the Service or any person's account for which you do not have written authorization;
- buy, sell, trade, exchange or transfer login credentials or passwords to any third party other than your authorized personal representative;
- solicit personal information from anyone under the age of 18;
- harvest or collect other users' email addresses or other contact information from the Service for the purposes of sending unsolicited emails or other unsolicited communications;
- further or promote any criminal activity or enterprise;
- obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Service;
- circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content (including Service Content (as defined below)) available on or through the Service, including through the use of virtual private networks; or
- engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods; display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service; or
- use the Service or any component thereof in any manner not authorized by this agreement.

If you are blocked by the Portal Operators from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

The Service is for your personal use. Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. This section does not limit your use of your EHI.

### **Mobile Service**

The Service may be available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, and (ii) the ability to browse the Service from a mobile device (collectively, the "Mobile Service"). To the extent you access the Service through a mobile device, your wireless Service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Service may be prohibited or restricted by your carrier, and not all Mobile Service may work with all carriers or devices. By using the Mobile Service, you agree that we may communicate with you regarding the Patient Portal by SMS, MMS, text message, or other electronic means to your mobile device and that certain information about your usage of the Mobile Service may be communicated

to us. Message frequency varies. You understand and agree that these forms of communications are inherently unsecure and may present additional privacy and security risks. By using the Mobile Service, you accept those risks.

You can cancel the SMS service at any time. Just text "STOP" to the short code you receive. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you are experiencing issues with the messaging program, you can reply with the keyword "HELP" for more assistance, or you can get help directly at [admin@luminatehealth.com](mailto:admin@luminatehealth.com). If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Patient Portal account information to ensure that your messages are not sent to the person that acquires your old number.

## **Software**

The technology and software underlying the Service or distributed in connection therewith are the property of Luminate Health and its licensors (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code, object code or underlying structure, ideas or algorithms of the Software or sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Luminate Health.

The Portal Operators are headquartered in the United States. If you access or use the Service from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

## **Intellectual Property Rights**

Service Content: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by the Portal Operators, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited.

Trademarks: TriCore name and logos are trademarks and service marks of TriCore (collectively "TriCore Trademarks"). Luminate Health name and logos are trademarks and service marks of Luminate Health (collectively "Luminate Health Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to TriCore or Luminate Health. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of TriCore Trademarks or Luminate Health Trademarks displayed on the Service, without prior written permission in each instance. All goodwill generated from the use of TriCore Trademarks or Luminate Health Trademarks will inure to our exclusive benefit, respectively.



**Third-Party Material:** Under no circumstances will the Portal Operators be liable to you in any way for any content or materials of any third parties (including users) (“Third-Party Content”), including for any errors or omissions in any Third-Party Content, or for any loss or damage of any kind incurred as a result of the use of any such Third-Party Content. You acknowledge that the Portal Operators do not pre-screen Third-Party Content, but that the Portal Operators will have the right (but not the obligation) in their sole discretion to refuse or remove any Third-Party Content that is available via the Service. You agree that you must evaluate, and bear all risk associated with, the use of any Third-Party Content, including any reliance on the accuracy, completeness, or usefulness of such Third-Party Content.

**User Content:** You represent and warrant that you own all right, title and interest in and to all code, images, information, data, text and other materials that you make available to the Portal Operators, including via the Service or by email (“User Content”), including all copyrights and rights of publicity contained therein. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content.

**Usage Data:** You hereby authorize the Portal Operators to derive statistical and usage data relating to your use of the Service (“Usage Data”). We may use Usage Data for any purpose in accordance with applicable law, our privacy policies and our contractual obligations.

You acknowledge and agree that the Portal Operators may preserve Usage Data and disclose Usage Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Use; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of the Portal Operators, its users, or the public. You understand that the technical processing and transmission of the Service, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Portal Operators, their affiliates, and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the “Portal Operator Parties”) from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, your connection to the Service, your violation of these Terms of Use, or your violation of any rights of another person or entity (“Loss, Claim or Action”). Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Portal Operator Party from or against any liability, losses, damages, or expenses incurred as a result of any action or inaction of such Portal Operator Party. The Portal Operators will provide notice to you of any such Loss, Claim or Action. The Portal Operators reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting the Portal Operators’ defense of such matter. You may not settle or compromise any claim against the Portal Operator Parties without their written consent.

### **Disclaimers**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE PORTAL OPERATORS AND THEIR LICENSORS EXPRESSLY DISCLAIM ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE PORTAL OPERATORS MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER THE PORTAL OPERATORS NOR THEIR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE PORTAL OPERATORS OR THEIR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (E) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THE PORTAL OPERATORS OR THEIR LICENSORS INDIVIDUAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

### **General**

These Terms of Use constitute the entire agreement between you and the Portal Operators governing your access and use of the Service, and supersede any prior agreements between you and the Portal Operators with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software.

These Terms of Use will be governed by the laws of the State of New Mexico without regard to its conflict of law provisions. With respect to any disputes or claims, you and the Portal Operators agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in the State of New Mexico, County of Bernalillo.

The failure of the Portal Operators to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms

of Use remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You may not assign these Terms of Use without the prior written consent of the Portal Operators, but the Portal Operators may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” Notices to you may be made via either email or regular mail.

The Service may also provide notices to you of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Service. The Portal Operators will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to circumstances beyond their control including but not limited to, civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond the Portal Operators’ reasonable control.