

**ALBERTA BLUE CROSS
PLAN ADVISOR AGREEMENT AND WEBSITE TERMS OF USE
(TERMS OF USE)**

Definitions

General

Registration, Login Identification (ID), Passwords & Site Roles

Internet Site Availability & Security

Privacy, Limiting Use, Disclosure and Retention

Trademarks, Intellectual Property and Changes to Internet Site

Termination

Links to Other Websites

Indemnity

Limitation of Liability

Governing Laws

Contact Us

DEFINITIONS

Access Manager means the Broker's appointed employee(s) or agent(s) given the authority by the Authorized Officer to access and use this Site, and to control access for Site Users, according to the Terms of Use.

Authorized Officer means the Broker's owner, principal, officer, employee or agent who has the authority to (a) assign Access Manager and Site User rights to its employees or agents, and/or (b) bind the Broker to these Terms of Use.

Broker means the insurance brokerage company or proprietor, including its owners, directors, officers, employees and agents acting as the Plan Sponsor's agent of record.

Content means any form design, screen design, website functionality, screen navigation capability or any intellectual property contained within the Site.

Plan Sponsor Data means the contract, benefit booklet content, statements of account, aggregate claims-related history and any other information pertaining to the Plan Sponsor's group benefit plan that is made available to the Broker through this Site.

Plan Sponsor means the Broker's customer that is enrolled under an Alberta Blue Cross group benefit plan.

Login ID means the unique and confidential user name assigned to each Access Manager and Site User who is appointed by the Authorized Officer to access this Site.

Site means this Alberta Blue Cross Plan Advisor Online Services Website.

Site User means the Broker's appointed employee(s) or agent(s) who have the authority to access and use this Site according to these Terms of Use.

GENERAL

ABC Benefits Corporation (referred to as Alberta Blue Cross) makes this Site available solely for the purpose of providing the Broker with the means to view and/or create reports on Plan Sponsor Data for those Alberta Blue Cross clients for whom the Broker is the agent of record.

Alberta Blue Cross will only provide the Broker with access to Plan Sponsor Data available through this Site, upon the prior written direction of the Plan Sponsor.

The Broker will ensure any and all of its directors, officers, employees or agents who will be granted access to this Site will read, understand, acknowledge and abide by these Terms of Use which are subject to change without notice.

The Broker is strictly prohibited from violating or attempting to violate the security of the Site, including, without limitation, accessing or attempting to access confidential information that is proprietary to other Alberta Blue Cross clients, or attempting a security breach of any kind to test the Site's vulnerability.

REGISTRATION, LOGIN IDENTIFICATION (ID), PASSWORDS AND SITE ROLES

Only the Access Manager(s) or the Site User(s) named by the Authorized Officer and communicated to Alberta Blue Cross in writing will be assigned a Login ID and password by Alberta Blue Cross. The Authorized Officer will automatically be assigned an Access Manager role. No other parties will be permitted access to the Site.

The Access Manager will be permitted to set up and terminate access and roles for Site Users and other Access Managers; view and create reports on Plan Sponsor Data; update contact information for all the Broker's employees or agents who have been granted access to this Site; and access standard Alberta Blue Cross forms and communication resources.

The Site User(s) will be permitted to view and/or create reports on Plan Sponsor Data for only those Plan Sponsors which the Site User(s) is assigned; update the Site User's personal contact information; and access standard Alberta Blue Cross forms and communication resources.

The Access Manager(s) and the Site User(s) acknowledge and understand the risks associated with unauthorized access to confidential data stored within the Plan Sponsor's records, and their individual responsibility to safeguard their client's information. Therefore, the Access Manager(s) and the Site User(s) each agree they will not share their respective confidential Login ID or password with any other person(s).

Internet Site Security & AVAILABILITY

Data on this Site is protected by 128-bit encryption.

Alberta Blue Cross strives to ensure that current and accurate Plan Sponsor Data is available through this Site. However, Alberta Blue Cross does not warrant or guarantee that any Plan Sponsor Data accessed through this Site is the most recent information available. Alberta Blue Cross will update Plan Sponsor Data as it becomes available, without notification to the Broker.

Alberta Blue Cross will make a reasonable effort to ensure this Site is available during normal business hours. However, Alberta Blue Cross retains the right to disable the Site from time to time for routine maintenance or any other business requirement, without notification and without liability to the Broker.

Privacy, Limiting Use, Disclosure and Retention

Alberta Blue Cross operates under privacy legislation including Alberta's Health Information Act (HIA) (2001), the Personal Information Protection Act (PIPA) (2003), and the federal Personal Information Protection and Electronic Documents Act (PIPEDA) (2001). Therefore, Alberta Blue Cross will only share personal information outside of Alberta Blue Cross to provide, verify and manage the services that its plan members or sponsors have contracted it to deliver, when compelled by law, or with the written consent of the individual. No personally identifiable information will be made available to the Broker for any purpose or under any circumstance whatsoever, without the express written consent of the Plan Sponsor's respective individual plan member(s).

The Broker will not be permitted access to any information pertaining to any other Alberta Blue Cross client. Alberta Blue Cross has taken every reasonable measure to prevent the unauthorized access to data pertaining to other Alberta Blue Cross clients which the Broker does not have the authority to access. However, should the Broker access another Alberta Blue Cross client's data in error, the Broker will immediately terminate its session in the Site and will promptly notify Alberta Blue Cross of the event. The Broker acknowledges and agrees it will not review, copy, store, compile or reproduce any data accessed in error.

Plan Sponsor Data retrieved or derived from the Site will only be used by the Broker to provide the Broker's services to the respective Plan Sponsor. This information will not be shared with any other party for any other purpose, without the prior approval of that Plan Sponsor.

The Broker will exercise at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use, dissemination, or copying of Plan Sponsor Data in its possession, as it does when preventing the unauthorized use, dissemination, or copying of its own confidential and proprietary information.

The Broker will exercise at least the same degree (but no less than a reasonable degree) of secure care and protection when destroying Plan Sponsor Data in its

possession, as it does when destroying its own confidential and proprietary information.

TRADEMARKS, INTELLECTUAL PROPERTY AND SITE CHANGES

Any use of the Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, other laws or limitations. All rights not expressly granted herein are reserved.

All rights of ownership associated with the Site are retained entirely by Alberta Blue Cross and will not be transferred, assigned, loaned, leased, rented, licensed, sold, distributed or otherwise disposed of in any way whatsoever without prior written consent of Alberta Blue Cross; nor will the Broker modify, reformulate, disassemble, reverse engineer or decrypt any of the Site Content.

The Content may be revised at any time by Alberta Blue Cross, with or without notice.

The Site may contain registered and unregistered trademarks, trade names, service marks or logos belonging to, or used under license by, Alberta Blue Cross. The Broker acknowledges and agrees it will not use any of these registered and unregistered trademarks, trade names, service marks or logos in any electronic or hard copy information it provides to its Plan Sponsors or any other party.

TERMINATION

The Broker will notify Alberta Blue Cross in writing within five (5) business days if the Broker has been replaced as the Plan Sponsor's agent of record. Within three (3) business days following receipt of such notification, Alberta Blue Cross will terminate the Broker's access to the Plan Sponsor Data.

The Broker will notify Alberta Blue Cross in writing if an Access Manager or Site User is no longer authorized to access the Site on its behalf. Within three (3) business days following receipt of such notification, Alberta Blue Cross will terminate the appropriate Login ID and password, thus preventing any further access by that individual.

Alberta Blue Cross reserves the right to terminate any or all Login IDs assigned to a Broker, without notice and without cause.

LINKS TO OTHER WEBSITES

This Site may, from time to time, contain links to other Alberta Blue Cross Internet websites for the convenience of users in locating information and services that may be of interest. Alberta Blue Cross makes every reasonable effort to ensure that information or services available through these websites is accurate, however, Alberta Blue Cross does not guarantee the accuracy or the availability of information through these websites.

This Site may, from time to time, contain links to third party Internet websites for the convenience of users in locating information and services that may be of interest. Visitors to this Site acknowledge that these third party websites are maintained by persons or organizations

over which Alberta Blue Cross exercises no control and Alberta Blue Cross expressly disclaims any responsibility for the content, accuracy, quality, and/or the Access Manager's or Site User's downloading of products or services available through these third party websites.

Indemnity

The Broker accepts sole responsibility and liability for all activities that occur under all Login IDs and passwords assigned to its Access Manager(s) and Site User(s).

The Broker agrees it will indemnify and hold Alberta Blue Cross, its affiliates, and their respective officers, directors, employees, and agents harmless from and against any and all claims, demands, costs, losses, actions, suits or proceedings, including legal fees and disbursements, that are attributable to the Broker's breach of its obligations under these Terms of Use, or that are attributable to the Broker's use of information accessed or derived from this Site.

Limitation of Liability

The Broker will use the Site solely at its own risk. The Site and its contents are provided "as is" and "as available". Alberta Blue Cross, to the fullest extent permitted by law, disclaims all warranties of every kind, whether express or implied, statutory or otherwise.

Alberta Blue Cross explicitly disclaims any representation, warranty or condition of merchantability, fitness for particular uninterrupted or error-free services, or inter-operability of products and services, whether arising by usage or trade, course of dealing, course of performance, statute, or otherwise.

Alberta Blue Cross and its respective officers, directors, employees and agents, are not responsible for any loss or damage the Broker or any other party claiming through the Broker may suffer in connection with use, misuse or inability to use the Site or the information obtained from it. This limitation applies regardless of the form of action, whether based on warranty, contract, tort or other legal theory.

Alberta Blue Cross is not responsible for, and will not be liable to the Broker or any other party, for any damages in connection with any e-mail sent to Alberta Blue Cross by the Broker, or any e-mail Alberta Blue Cross sends to the Broker at its request.

Governing Laws

This Site, its Content and its Terms of Use will be governed by the laws of the Province of Alberta, Canada, and the Courts of Alberta will have exclusive jurisdiction.

CONTACT US

Questions, requests for information or any notices required under the Terms of Use must be directed to

Group Sales, Alberta Blue Cross, 10009 – 108 Street, Edmonton, Alberta T5J 3C5