

Terms of Use

Our Terms of Use includes:

- [Important Note Regarding Content](#)
- [Agreement and Terms](#)
- [License to Use Online Services and Content Ownership](#)
- [Restrictions on Use of Online Services](#)
- [Posting Messages, Comments or Content](#)
- [Copyright Infringement – DMCA Notice](#)
- [Changes to Online Services Content](#)
- [Texting Terms and Conditions](#)
- [Links](#)
- [No Warranties](#)
- [Limitation of Liability](#)
- [Export Controls](#)
- [Governing Law and Statute of Limitations](#)
- [Severability](#)
- [Contact Us](#)
- [Additional Terms](#)

Important Note Regarding Content

The information and content (collectively, “Content”) on our online and mobile websites, platforms, services, and applications is for your general educational information only.

The Content cannot, and is not intended to, replace the relationship that you have with your health care professionals. The Content should not be considered medical advice and is not intended as medical advice. **If you are experiencing a medical emergency, you should not rely on any information on our websites or software applications and should seek appropriate emergency medical assistance, such as calling “911”.** You should always talk to your health care professionals for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for you. None of the Content represents or warrants that any particular drug or treatment is safe, appropriate or effective for you. Health information changes quickly. Therefore, you should always confirm information with your health care professionals.

The Content is for informational, cost-comparison purposes only. It is not medical advice and does not replace consultation with a doctor, pharmacist or other health care professional. Talk to your health care provider to determine if an alternative prescription drug is right for you. The Content may include information regarding therapeutic and generic alternatives for certain prescription drugs, and may describe uses for products or

therapies that have not been approved by the Food and Drug Administration. The Content is intended for a U.S. audience. If you live outside the U.S., you may see information about products or therapies that are not available or authorized in your country.

The Content should not be considered financial advice, legal advice or tax advice.

Agreement and Terms

These Terms of Use (“Terms”) constitute a legally binding agreement between you, the person using our online and mobile websites, platforms, services, and applications, and UnitedHealth Group and its subsidiaries, including its brand platform Optum. Terms such as “we”, “our,” “us,” and “Company” refer to UnitedHealth Group and its affiliate entities. These Terms describe the rules for using our online and mobile websites, platforms, services, and applications we own and operate and that contain a link to these Terms (collectively, “Online Services”). If you are helping another person use our Online Services, these Terms constitute a legally binding agreement between you, the person being helped, and the Company.

By using our Online Services, you agree to the most-recent Terms as well as the most-recent version of our [Privacy Policies](#). We may change these Terms at any time, and such changes will be posted on this or a similar page of the Online Service. It is your responsibility to review these Terms each time you use our Online Services. By continuing to use the Online Services, you consent to any changes to our Terms.

Your use of a particular product or service may be governed by additional Terms or required disclosures that may be important for you to know. This information can be found in the Additional Terms section of these Terms.

By using our Online Services, you acknowledge and agree that any activity on the Online Services is subject to monitoring by the Company at any time, and that the Company may use the results of such monitoring without limitation, subject to applicable law.

In addition, if you enter into any other agreement with the Company, for example an agreement for health plan coverage, benefits, a “Custodial and Deposit Agreement,” licensing agreement, or any other agreement, then these Terms are in addition to the terms of such other agreement and in the event of any conflict the terms of the other agreement control. These Terms do not guarantee that you are eligible to receive coverage under any plan, enroll in any program, or open an account offered through our Online Services or otherwise.

License to Use Online Services and Content Ownership

Subject to these Terms, the Company grants you a personal, nontransferable, nonexclusive, revocable, limited license to view the Content on our Online Services for the sole purpose

of obtaining information regarding our plans or products and related activities such as, if permitted on our Online Services, applying for a plan, enrolling in a program or service, or opening an account. You may also print a reasonable number of copies of the Content for your personal use, but in such case you must reproduce all proprietary copyright and trademark notices. All rights, title and interest in and to the Online Services, including the Content, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein shall remain with the Company and our licensors and vendors, and no ownership interest is transferred to you or any other entity by virtue of making the Content available on the Online Services, granting the foregoing licenses or entering into this Agreement.

In the event you choose to provide us with any feedback, suggestions, or similar communications, all such messages (collectively, "Feedback Messages") will be considered non-personal, non-confidential (except for personal information as described in our Privacy Policies) and nonproprietary. You hereby grant the Company a perpetual, sublicensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your Feedback Messages, in whole or in part, and including all intellectual property rights therein.

Some Online Services operated by the Company include trademarks or logos belonging to other third-party licensors and are used pursuant to an agreement with such third parties.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Content terminates immediately. Upon the termination of this license you must stop using the Online Services, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

Restrictions on Use of Online Services

You agree:

- not to use our Online Services or Content in any way not explicitly permitted by these Terms or the text of the Online Services;
- not to copy, modify or create derivative works involving the Content, except you may print a reasonable number of copies for your personal use, provided that you reproduce all proprietary copyright and trademark notices;
- not to misrepresent your identity or provide us with any false information in any information-collection portion of our Online Service, such as a registration, enrollment, or application page;
- not to take any action intended to interfere with the operation of our Online Service;
- not to access or attempt to access any portion of our Online Services to which you have not been explicitly granted access;

- not to share any password assigned to or created by you with any third parties or use any password granted to or created by a third-party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- to comply with all applicable laws and regulations while using our Online Services or the Content.
- You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 18 years of age a parent and/or guardian agrees to these Terms of Use on your behalf.

Posting Messages, Comments or Content

Certain portions of our Online Services may be configured to permit users to post messages, comments, or other content. Any such content is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose. You agree not to post any content:

- which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or
- where the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

You are solely responsible for the content of any postings you submit and the Company assumes no responsibility or liability for any content submitted by you or any other visitor on our Online Services. We may, but are not obligated to, restrict or remove any and all content from a message that we determine in our sole discretion violates these Terms or is otherwise harmful to us, our customers, or any third-party. We reserve the right to remove the content you provide at any time, but you understand that we may preserve and access a backup-copy, and we may disclose the content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is required by law or in the best interests of the Company.

Any content you submit is for non-commercial use only. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit. Never assume that you are anonymous and cannot be identified by your posts.

If you do post content or submit material, and unless we indicate otherwise, you grant the Company a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is

accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify the Company or its affiliates for all claims resulting from content you supply.

Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on our Online Services infringes a copyright owned by you, you (or your agent) may send the Company a notice requesting that the material be removed, or access to it blocked. This request should be sent to the applicable business via email or alternatively to UnitedHealth Group.

Optum

DMCARegisteredAgent2@optum.com

UnitedHealth Group

Attn: DMCA Registered Agent
9900 Bren Road East
Minnetonka, MN 55343

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Online Services should be sent to the address above.

Changes to Online Services Content

We may change, add or remove some or all of the Content on our Online Services at any time. In addition, please note that although our goal is to provide accurate information, certain features that may be offered through our Online Services, such as identification of participating healthcare providers, pricing information or other Content, are updated on a periodic basis and therefore the information displayed may have changed. In addition, please note that features of any plan, product, service, or account described in our Online Services may change over time as permitted by law, including benefit levels, items included in any formulary, pricing or lists of participating providers or other associated vendors.

Texting Terms and Conditions

Our Online Services may permit you to enroll in a text messaging program. Our [Texting Terms and Conditions](#), as well as any program specific requirements, apply to your interactions with us via text.

Links

While visiting our Online Services you may click on a link to other online websites, mobile websites, platforms, services, and applications and leave our Online Services. For your convenience, we provide links to other online websites, mobile websites, platforms, services, and applications that may contain information that may be useful or interesting to you. We do not endorse, and are not responsible for, the content and accuracy of linked online websites, mobile websites, platforms, services, and applications operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies of such third-parties.

No Warranties

ALL CONTENT ON OUR ONLINE SERVICES ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS. THE COMPANY, ALL THIRD-PARTIES, IF ANY, PROVIDING CONTENT FOR OUR ONLINE SERVICES, AND ALL THIRD -PARTIES PROVIDING SUPPORT OR INFORMATION FOR OUR ONLINE SERVICES (COLLECTIVELY, "ONLINE SERVICE-RELATED-PARTIES") HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE ONLINE SERVICE-RELATED-PARTIES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, CORRECTNESS, CURRENCY, OR RELIABILITY OF ANY

CONTENT AVAILABLE THROUGH OUR ONLINE SERVICES. WITHOUT LIMITING THE FOREGOING, THE ONLINE SERVICE-RELATED-PARTIES SPECIFICALLY DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION REGARDING PARTICULAR PLAN BENEFITS OR SCOPE OF COVERAGE IS ACCURATE OR COMPLETE. THE ONLINE SERVICE-RELATED-PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF OUR ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ONLINE SERVICES OR THE TECHNOLOGY THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM OUR ONLINE SERVICES IS FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE.

We are not obligated to provide maintenance, technical support or updates to you for any portion of our Online Services. We are not obligated to continue to provide our Online Services. The foregoing limitations and exclusions shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Some states do not allow limitations on implied warranties, so one or more of the above limitations may not apply to you.

Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

Limitation of Liability

YOU AGREE THAT NONE OF THE ONLINE SERVICE-RELATED-PARTIES SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE OUR ONLINE SERVICES OR THE CONTENT. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE ONLINE SERVICE-RELATED-PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. THE TOTAL, CUMULATIVE, LIABILITY OF THE ONLINE SERVICE-RELATED-PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE ONLINE SERVICE-RELATED-PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF OUR ONLINE SERVICES OR CONTENT ARE EXCLUDED EVEN IF THE ONLINE SERVICE-RELATED-PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU

AGREE THAT YOU USE OUR ONLINE SERVICES AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH OUR ONLINE SERVICES OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ONLINE SERVICES.

You acknowledge and agree that Company's suppliers are third-party beneficiaries of these Terms, with the right to enforce the limitations of warranty and liability set forth herein with respect to the respective technology of such suppliers and Company

Export Controls

You may not use, export, re-export, import, sell, transfer or proxy our Online Services unless such activity is permitted by these Terms and such activity is not prohibited by United States law, the laws of the jurisdiction in which you receive our Online Services, or any other applicable laws and regulations. In particular, but without limitation, the Online Services may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using our Online Services, you represent and warrant that you and any ultimate beneficiary of our Online Services are not located in any such country or on any such list. You also agree that you will not use our Online Service for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

Governing Law and Statute of Limitations

The laws of the State of Minnesota govern these Terms and any cause of action arising under or relating to your use of our Online Services, without reference to its choice-of-law principles. You agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of our Online Services, is in the state and federal courts in the State of Minnesota, U.S. unless otherwise noted in the Additional Terms section of these Terms. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of our Online Services, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

Severability

If a court of competent jurisdiction finds any clause of these Terms to be unenforceable for any reason, that clause of these Terms shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms shall continue in full force and effect.

Contact Us

If you have questions regarding these Terms, contact us at 1-800-328-5979.

Effective Date

The Effective Date of these Terms is July 29, 2016.

Additional Terms

Your obligations under the following sections survive termination of this Agreement: Important Note Regarding Content; Agreement and Terms; portions of License to use the Online Services and Content Ownership; Restrictions on Use of Online Services; Posting Messages, Comments or Content; Copyright Infringement – DMCA Notice; Changes to Online Services Content; Texting Terms and Conditions, Links; NO WARRANTIES; LIMITATION OF LIABILITY; Export Controls; Governing Law and Statute of Limitations; Severability; and Additional Terms. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You agree to defend and indemnify, Online Service-Related-Parties and their subsidiaries, affiliates, officers, directors, employees, and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of this Agreement or your use or misuse of the Content or Online Service. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.



Governing Law: With respect to Optum Bank, Inc., the laws of the State of Utah govern these Terms and any cause of action arising under or relating to your use of the Online Service, without reference to its choice-of-law principles. You agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of the Online Service, is in the state and federal courts in the State of Utah, U.S. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Hardware and Software Requirements: In order to access documents related to your Optum Bank HSA electronically, you must have a personal computer or other access device that meets our [hardware and software requirements](#).



Termination: Your right to use the Optum HealthSafe ID will terminate, effective immediately upon notice from us: (a) if you fail to comply with any term of these Terms; or (b) in the event of the circumstances described in the subsection entitled "Severability" above. We may terminate your right to use the Optum HealthSafe ID Service at our convenience, for any reason or no reason, effective 30 days after providing you with written notice of our intent to terminate. Upon the termination, you agree to immediately cease all use of the Optum HealthSafe ID. We will not be liable for compensation, indemnity, or damages of any sort as a result of terminating your use of the Optum HealthSafe ID, and such termination will be without prejudice to any other right or remedy we may have, now or in the future.