

ROADMAPFORMEDICARE.COM TERMS OF USE

Version 4.0. Last Revised: 09/08/2015

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ASSENT

Access to and use of the Site is conditioned upon your assent to these Terms of Use. You are deemed to have assented to these Terms of Use when you use any publicly available page of the Site. You are deemed to have accepted these Terms of Use each time you access the Site. By accessing or using the Site, you acknowledge that you have read, understand, and agree to be legally bound by these Terms of Use.

UPDATES

From time to time, we may, in our sole discretion, modify these Terms of Use, indicated by a new version number and revision date. The version number includes a major number, a decimal point, and a minor number. A change to the major number reflects a significant change to the policy, while a change to the minor number reflects a less significant change to the policy. Examples of significant changes include additional provisions that reflect new Site functionality, significant modifications to existing provisions, and more significant changes to Site functionality that cause provisions to be modified, added, or removed. Examples of less significant changes include additional provisions that clarify current Site functionality, minor modifications to existing provisions, and less significant changes to Site functionality that cause provisions to be modified, added, or removed.

We will provide you with advance notice of a major change prior to your access of any portion of the Site for which registration is required. For example, we may (i) require that you reaccept the updated version of the web policies, (ii) send you an electronic notification advising of the update to the web policies, (iii) include a notice on the Site viewable without login advising of the update to the web policies, and/or (iv) advise you of the updated web policies during a phone call. We do not ordinarily provide advance notice of a minor change.

It is important that you check these Terms of Use every time you visit the Site. Your use of the Site and/or utilization of any Site benefits after the Terms of Use have been updated (and after advance notice of certain major changes), and your continued use of the Site after these Terms of Use have been updated, indicates your agreement and acceptance of these Terms of Use and the Privacy Policy, including the modifications made as of the date of your use.

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You are required to comply with all applicable laws in connection with your use of the Site. As a condition of your use of the Site, you agree that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use. You agree that you will only provide information in connection with any use of the Site that is true and accurate, identifies only you, and is not false, misleading, or otherwise an impersonation of any person or entity. Certain portions of the Site may have additional terms and conditions. When these portions are used, you agree to be further bound by the associated additional terms and conditions.

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Certain portions of the Site may provide mechanism(s) for you to communicate and share information and/or materials with us. By submitting us your feedback, comments, reviews, ideas, testimonials, opinions, photos, and/or other submitted content (any, a "Submission") through the Site, electronic communications, or otherwise, you agree as follows:

- 1) Your Submissions must: (i) be original and solely written or created by you, (ii) not feature any intellectual property unless owned by you or us, or anything illegal, obscene, threatening, defamatory or otherwise objectionable, in our sole discretion, (iii) not feature any identifiable person(s), other than you or those on whose behalf you are authorized to feature in your Submission; and (iv) be accurate, truthful, and not misleading.
- 2) By sending us a Submission, you also grant to us a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display your Submission, in whole or in part, including the right to use your name, image, likeness, and biographical information (as provided by you) in conjunction with the Submission, on a worldwide basis, in any form, media or technology now known or later developed, including without limitation for our promotional or marketing purposes, and you waive all moral and similar rights. If requested, you will agree to sign any documents to confirm the above.
- 3) By sending a Submission, you also waive and release, and agree to hold us harmless, and our parents, subsidiaries, affiliates, advertising and promotion agencies, from and against any and all rights claims and causes of action whatsoever, including but not limited to claims relating to rights of privacy, publicity, libel or infringement, or otherwise relating to injury, loss or damage, whether direct, compensatory, incidental or consequential, arising in whole or in part from the Submission or our use of same. You warrant that your Submission is being provided voluntarily, does not incorporate or embody any confidential or proprietary information of third parties, and does not violate any applicable laws or regulations or infringe any third party's copyrights, patent rights, trademarks, or other intellectual property rights.

With certain submission mechanisms, we may post or otherwise contemporaneously provide you with terms that restrict our use of your Submission received through a particular

submission mechanism and/or at a particular time. Some of the submission mechanisms available through the Site may provide you with options to enable or limit how we may use a Submission. When such terms are provided or options are available and specified, our use of such Submissions pursuant to this section is subject to such limitations.

We may contact you regarding your Submission through any known electronic communication channel. If you have questions about our usage of a particular Submission, please contact us at uspto@express-scripts.com.

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- a. identification of the copyrighted work claimed to have been infringed;
- b. identification of the allegedly infringing material on the Site that is requested to be removed;
- c. your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- d. a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- e. a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- f. a physical or electronic signature of the copyright owner or the person authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Contact Information for Our Copyright Agent:
Legal Department, Intellectual Property
Express Scripts Holding Company
One Express Way, Hq1-2e03, St. Louis, MO 63121
e-mail: uspto@express-scripts.com

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These Terms of Use shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict of law rules. The Site is operated on servers located in the United States of America and is intended for use by individuals residing in the United States of America. No laws of any foreign jurisdiction shall apply to these Terms of Use or be binding on us.

JURISDICTION; VENUE

Any dispute, claim, action or proceeding arising out of or related to the Site, the Site Content, the Privacy Policy, or these Terms of Use, or the interpretation or enforcement hereof, whether at law or in equity, shall be brought only in the state courts located in St. Louis County, Missouri or, if proper and exclusive federal subject matter jurisdiction exists, the United States District Court for the Eastern District of Missouri. Each party hereby submits to the personal jurisdiction and consents to the exclusive venue of such courts, and waives any objections thereto, including based on *forum non conveniens*. Notwithstanding the foregoing, in connection with asserting or protecting our intellectual property or other legal rights or business interests, we retain the right to seek temporary or permanent

injunctive or other non-monetary equitable relief against you in any court of competent jurisdiction.

NO WAIVER

Any waiver by us must be express and in writing, must be directed specifically by us to you, and must be signed by our duly authorized representative. Our failure to enforce any provision of these Terms of Use or to respond to a breach by you or third parties shall not in any way limit or waive our right to do so, including without limitation our right to enforce subsequently any provision of these Terms of Use, or to assert our rights with respect to the same or similar breaches.

ENTIRE AGREEMENT

Unless otherwise specified herein, these Terms of Use and the Privacy Policy incorporated herein constitute the entire agreement between you and us with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether written or oral, concerning the subject matter hereof. Any conflicting or supplementary terms proposed by you in any e-mail or other communication shall not be binding on us, and are hereby objected to and expressly rejected.

SEVERABILITY

If any portion of these Terms of Use or the Privacy Policy is held invalid or unenforceable under applicable law, that portion shall be construed in a manner consistent with applicable law to accomplish, as nearly as possible, the objective thereof, or severed from the document if and solely to the limited extent such construction is not possible, and the remaining portion of these Terms of Use and the Privacy Policy shall remain in full force and effect.