

## **Healthfirst Website Privacy Policy**

We value your relationship with us and have detailed our privacy objectives for our website below. Please be sure to read this notice as it covers the terms and conditions applicable to accessing and using this website. As a condition to accessing and using this website you agree to accept the terms and conditions set forth below.

This website is owned, operated, licensed, and controlled by HF Management Services, LLC. ("HFMS"). Because your privacy is important to us, HFMS maintains high standards for the protection of your privacy at our website.

Here is what you can expect when you visit [www.healthfirst.org](http://www.healthfirst.org):

### **Restriction on Use of Materials**

Unless otherwise noted, all materials – including, but not limited to, images, illustrations, designs, icons, photographs, video clips, written compositions, and other work product – that are part of this Web site or any other HFMS Web site are the property of HFMS. Unless otherwise noted, all trademarks, service marks, and trade names are to the property of HFMS. No material from this Web site or any other HFMS Web site may be reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without notice to and prior authorization of HFMS. Any modification, use, adaptation, translation, or derivative work of any HFMS Web site materials without notice to and prior authorization of HFMS is a violation of HFMS's ownership and proprietary rights in such materials; provided, however, that you may download, where specifically permitted, one copy of the materials on any single computer for your personal, non-commercial use only, and provided that you keep intact all ownership and proprietary notices. For purposes of these Terms of Use, the use of any such material on any other Web site or networked computer environment is prohibited.

### **Disclaimer**

THE MATERIALS IN THE HFMS WEB SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HFMS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HFMS DOES NOT WARRANT THAT USE OF THE WEB SITE OR MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR ANY OTHER HFMS WEB SITE OR THE SERVER(S) THAT MAKES THE HFMS WEB SITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HFMS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS WEB SITE OR ANY OTHER HFMS WEB SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL HFMS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THIS WEB SITE OR ANY OTHER HFMS WEB SITE, EVEN IF HFMS OR A HFMS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HFMS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT – INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE – OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE OR ANY OTHER HFMS WEB SITE(S).

Any reference made by this website or any other HFMS website(s) to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by HFMS. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of HFMS.

### **The Information We Collect**

We will not sell, rent or share any personally-identifiable information you provide to us without your consent. None of your personally identifiable information collected at this site will ever be used to affect your health insurance coverage by or premiums paid to HMFS.

Our web servers automatically capture your domain name, the IP address of the web page from which you enter our site, the pages you visit on our site and the amount of time you spend on our site. We do not collect information that can reveal your personal identity unless you voluntarily provide it when you voluntarily register to use interactive features of the site.

## **Use of the Information this Web site Collects/Tracks**

Personally identifiable information that you voluntarily provide to will be retained for the purposes described in this Privacy Notice. Any personally identifiable information you give us will be used only to provide the product, service or information you request. Unless you specifically consent to permit us to do so, your e-mail address will not be sold or otherwise shared with third parties, other than our business associates as required to fulfill a request from you. Any non-personally identifiable information may be used to improve our site, and we may share that information with our business associates. Personal information you voluntarily provide and the non-personally identifiable information we collect in aggregate form, will not impact your insurance coverage, eligibility, premium or claims payment by HFMS.

## **Links to Other Websites and Services.**

To the extent that this Web site and any other HFMS Web site(s) contain links to outside or third-party services and resources, HFMS does not control the availability, content, or the privacy practices of those services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

## **Security Practices**

HFMS recognizes and respects your desire for privacy when it comes to your personal and health care affairs. Our goal is to protect online information according to established company security standards and practices, and we continually evaluate new technologies for safeguarding information.

## **Confidentiality and Use of Email**

Use your best judgment when sending information to HFMS via the Internet to an email address. Email that is sent via the Internet may pass through private and public networks with varying levels of security. Some of these networks may have taken appropriate steps to secure the email transmissions however not all sites take these proactive steps. This can therefore compromise the privacy and integrity of an email. The email message may be copied, altered or destroyed in transmission.

If you wish to share personal or confidential information with HFMS, please call the Member Services telephone number located on your ID card. This is the safest way to ensure that your information is not intercepted and possibly misused by others.

We do preserve the content of your email, your email address and our response so that we can efficiently respond to questions that you may have. We also do this in an effort to meet legal and regulatory requirements such as to: (1) comply with the law or comply with legal process served on HFMS; (2) protect and defend the legitimate business interests, rights or property of HFMS, its clients, members, or affiliates; or (3) act in an emergency to protect the personal safety of our guests or the public. Visitors/users shall remain solely responsible for the content of their messages.

By submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe. In addition, you warrant that all "moral rights" in those materials have been waived.

We will respect your request to be or not be contacted by email.

## **Cookies**

Healthfirst uses [Google Analytics](#), a third-party web application that provides us with statistical information that will help serve you better. Google Analytics places a small file on your computer, commonly called a "cookie," so that it can recognize your computer if you visit our Healthfirst website in the future. Google Analytics does not collect personally identifiable information through its cookie and does not combine, match, or cross-reference Healthfirst information with any other information. Please review the Google Analytics [privacy policy](#) for additional information.

When you visit our company websites, the cookie that may be placed on your computer that will allow us to customize and enhance your experience at the site, make improvements to our site, or to report site activity. No personally identifiable information (e-mail address, name, etc.) is collected with the cookies that we set. Accepting cookies while on our sites will not put you at risk for marketing to other sites. Our session cookies are not permanently stored on your computer and will expire once you close the active browser. We store cookie information only in aggregate form and use the aggregate information only to make improvements to the site or in internal reports on site activity. If you do not want to allow the storage of cookies, you can use your browser controls to refuse to allow cookies to be placed on your computer. Refusing cookies disables our ability to include information about your visit in our regular monitoring of site traffic.

## **Social Media Terms of Use**

The purpose of the HFMS social media site is to provide up-to-date information to our members, providers, and the general public. All information, including comments, photographs, statements and opinions by those visiting HFMS's social media sites does not reflect the opinions, policies and/or ideas of HFMS. Additionally, information on the HFMS social media sites does not reflect the opinions, policies and/or ideas of Healthfirst employees, officers, and directors.

Visitors to HFMS social media sites should not post or upload information:

- which contains personal health information, financial and/or other private information of any person or entity;
- which is abusive, harassing, violent or threatening in tone or language, defamatory, obscene or vulgar in tone or language;
- which are fraudulent, deceptive, illegal, or misleading;
- which are commercial in nature or that solicit donations;
- which are discriminatory against any race/ethnicity, religion, gender, sexual orientation, nationality, or political belief;
- which contains viruses, worms or corrupted files; or
- which include link baiting (embedding a link in your post to draw traffic to your own site).

HFMS reserves the right to monitor postings to its social media sites by visitors. HFMS reserves the right, in its sole discretion, to remove at any time any content posted by visitors for any reason including if HFMS deems such content inappropriate.

The information provided by HFMS on its social media sites is not intended to be used for medical advice, diagnosis or treatment. Always seek the advice of a qualified health care provider with any questions regarding personal health or medical conditions. For issues related to your health plan with HFMS, please contact Member Services through the number on the back of your ID card. This site is not intended as a customer response/service site.

## **Updates to this Policy**

Advancements in technologies will continue to provide us with new and improved ways to collect and use information so that we may better serve your health care needs. We may revise or update this Privacy Statement in the future to reflect these technological advances, and we encourage you to return to this page from time to time for any updates. If we make changes to this policy, we will let you know the effective date of the changes in the updated notice posted to the website.

## **Jurisdiction and Governing Law**

The HFMS websites are controlled and operated by HFMS from its offices within New York City. HFMS makes no representation that materials in any HFMS website are appropriate or available for use in other locations. Those who choose to access any HFMS website from other locations do so on their own initiative and are responsible for establishing the usability or correctness of any information or materials under any or all jurisdictions and the compliance of that information or material with local laws, if and to the extent local laws are applicable.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York. You agree that any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in New York City, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein, and shall not be modified except as provided herein.