

Covered California

Terms and Conditions of Use

Contents:

[Purpose Of This Agreement](#)

[Privacy Policy](#)

[Modification Of This Agreement](#)

[Permission To Act On Your Behalf](#)

[How We Identify You](#)

[Registration](#)

[Additional Terms For Products Offered Through This Website](#)

[Outside Websites](#)

[Third-Party Website Applications \(TPWAS\)](#)

[Content And Ownership](#)

[Conduct](#)

[Security & Monitoring Notice](#)

[Termination Of Use](#)

[Indemnity](#)

[Limitation Of Liability](#)

[Jurisdiction And Venue](#)

[Representations](#)

[Integration And Severability](#)

[Contact Us](#)

PURPOSE OF THIS AGREEMENT

Referred to collectively as our "website," Covered California operates and/or maintains several websites including, but not limited to, www.CoveredCA.com, v.calheers.ca.gov, www.healthexchange.ca.gov, and www.hbex.ca.gov. This document describes the Terms and Conditions of Use for our website. **Please review it carefully.**

Your access to and use of our website are subject to the following terms and conditions without limitation or qualification, as well as all applicable laws. Your access to the website is in consideration for your agreement to these Terms and Conditions, whether or not you

June 1, 2015

Covered California

are a registered user. By accessing, browsing, and using the Site, you accept, without limitation or qualification, these Terms and Conditions of Use.

[Top](#)

PRIVACY POLICY

Our Privacy Policy describes how we use and disclose your personal information. For instance, the Privacy Policy describes how we share information with our contractors such as Certified Insurance agents and Certified Enrollment Counselors which we certify to help you enroll. By accessing, browsing, and using the Site, you accept, without limitation or qualification, our Privacy Policy. The Notice of Privacy Practices may change without notice. You may view the Privacy Policy www.CoveredCA.com/Privacy or request a copy by contacting us at

Phone: (800) 889-3871

Email: PrivacyOfficer@covered.ca.gov

Mailing Address: Covered California, Privacy Officer
P.O. Box 13908, Sacramento, CA 95853

[Top](#)

MODIFICATION OF THIS AGREEMENT

Covered California reserves the right at any time and in its sole discretion to modify, suspend, or discontinue the website (or any portion thereof) with or without notice. By continuing to use this website after any amendment, you agree to accept any such change.

[Top](#)

PERMISSION TO ACT ON YOUR BEHALF

Any instructions, choices, or requests you make on our website(s) will be considered your written permission to Covered California to provide information or conduct transactions on your behalf.

June 1, 2015

Covered California

[Top](#)

HOW WE IDENTIFY YOU

The entry of your Password, Personal Identification Number (PIN), Social Security Number (SSN), and/or other identifier may serve as verification of your identity. Without this information we may be unable to process your application.

[Top](#)

REGISTRATION

Certain portions of the website are limited to registered users and/or allow a user to request support or services online by entering personal information. Your approval as a registered user is at the sole discretion of Covered California. In order to apply for health insurance online through Covered California, an applicant will have to create an online account. This account access is granted subject to compliance with law and these Terms and Conditions.

By registering, you agree that any information provided to us will be complete and accurate, that you will not register under the name of, nor attempt to enter the website under the name of, another person, and that you will not adopt a user name that Covered California, in its sole discretion, deems offensive. You agree to inform us of any updates or changes to your registration information.

You agree to keep your account information and password confidential. You agree to notify Covered California's Privacy Officer immediately of any actual or suspected unauthorized use of your account at (800) 889-3871, PrivacyOfficer@covered.ca.gov, or mail to Covered California, ATTN: Privacy Officer, P.O. Box 13908, Sacramento, CA 95853. You are solely responsible for all activities that occur through your account. Covered California will not be liable for any loss or damage resulting from your failure to safeguard your password and account.

As part of creating your account, you may also be required to select questions and secret answers that may be used by Covered California to help verify your identity and assist in resetting your password. Some services may require added security, and in these cases, you may be asked to create an additional security key. Finally, a unique ID number will be

Covered California

assigned to your account which will be used to identify your profile and associated information, such as login history and application history.

[Top](#)

ADDITIONAL TERMS FOR SERVICES OFFERED THROUGH THIS WEBSITE

Additional guidelines, terms, and agreements may apply to programs or services offered through this website. For example, if you select a health insurance plan through this website, separate terms may apply to your selection. In the event of a conflict between such additional terms and these Terms and Conditions of Use, such additional terms will control.

[Top](#)

OUTSIDE WEBSITES

Our website includes links to outside websites that are not operated by Covered California. Covered California provides these links to users for their convenience. Covered California does not control these websites nor do we review or control their content. We make no representations or warranties as to the content of these websites and take no responsibility for such websites. These links are not an endorsement of products, services, or information, and do not imply an association between Covered California and the operators of the linked website. If you access an outside website from our website, you do so at your own risk. When you select a link to an outside website, you are subject to the terms and conditions of the owner/sponsors of that outside website. We encourage you to review any site's policies before providing any personal information.

[Top](#)

THIRD-PARTY WEBSITE APPLICATIONS (TPWAs)

Covered California uses a variety of technologies and social media services to communicate and interact with citizens through third-party website applications (TPWA). These TPWA tools include popular social networking and media sites, open source

Covered California

software communities, and more. Examples include Facebook, Twitter, YouTube, Instagram, and Google Plus. Your use of TPWAs is completely voluntary and in no way limits your use of our website. TPWAs are not exclusively operated or controlled by Covered California. Users of TPWAs often share information with the general public, user community, and/or the third party operating the website. These actors may use this information in a variety of ways. TPWAs could cause personally identifiable information to become available or accessible to Covered California and the public, regardless of whether the information is explicitly asked for or collected by us. Covered California sometimes collects and uses your personally identifiable information if you made it available through these TPWAs. However, we do not share personally identifiable information made available through these TPWAs. Your activity on these TPWAs websites we use is governed by the security and privacy policies of those sites. You should review the third-party privacy policies before using the sites and ensure that you understand how your information may be used. For example, if you have an account with a third-party website and choose to "like," "friend," follow, or comment, certain personally identifiable information associated with your account may be made available to Covered California based on the privacy policy of the third-party website and your privacy settings within that website. You should adjust privacy settings on your account to match your preferences.

[Top](#)

CONTENT AND OWNERSHIP

Covered California makes use of copyrighted data (e.g., photographs) which may require additional permissions prior to your use. The unique branding of the site and various official seals and marks may not be used without permission. In order to use any information on this website not owned or created by Covered California, you must seek permission directly from the owning (or holding) sources. Covered California shall have the unlimited right to use for any purpose, free of any charge, all information submitted via this website except those submissions made under separate legal contract. Covered California shall be free to use, for any purpose, any ideas, concepts, or techniques contained in information provided through this website.

United States and foreign copyright laws and international conventions protect the contents of the website. You agree to abide by all copyright notices posted on the website. The website and the entire contents of the website, including, but not limited to, text, files,
June 1, 2015

Covered California

images, graphics, illustrations, audio, video, and photographs on or offered through the website (collectively, "Content") are protected by intellectual property rights, including, as applicable and without limitation, copyrights, trademarks, patents, and other proprietary and intellectual property rights ("Intellectual Property Rights") of Covered California or other third parties who have granted rights to Covered California.

Except as noted above, you receive no right or license, by implication, estoppel, or otherwise, in or under any patent, trademark, copyright, or proprietary right of Covered California or any third party through your use of this website. No proprietary data on the Covered California website may be downloaded, republished, resold, duplicated, or "scraped," in whole or in part, for any purpose other than the personal uses permitted in these Terms and Conditions.

[Top](#)

CONDUCT

You agree to access and use the website only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules, and regulations pertaining to your use of the website. By accessing the website, you agree that you will not:

1. Access, or attempt to access, this website by any means other than through the interface that is provided by Covered California, unless you have been specifically allowed to do so in a separate, written agreement with Covered California. You specifically agree not to access or attempt to access this website through any automated means (including, but not limited to, use of scripts, web crawlers, or screen scrapers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the site;
2. Use for commercial purposes or resell any of the data derived from this website unless you have been specifically allowed to do so in a separate, written agreement with Covered California;
3. Use the website to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense or give rise to civil liability;

Covered California

4. Post or transmit any discriminatory, libelous, harassing, defamatory, obscene, pornographic, or otherwise unlawful content;
5. Use the website to impersonate other parties or entities;
6. Use the website to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the website or the hardware or software of any other person who accesses the website;
7. Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual relationship;
8. Alter, damage, or delete any content posted on the site;
9. Disrupt the normal flow of communication in any way;
10. Claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or represent;
11. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
12. Post any material that infringes upon or violates the intellectual property rights of another; or
13. Collect or store personal information about others.

[Top](#)

SECURITY & MONITORING NOTICE

To protect this website as well as the associated computer system supporting the website from unauthorized use and to ensure that the computer system is functioning properly, individuals accessing this website and the associated computer system are subject to having all of their activities monitored and recorded by personnel authorized to do so.

June 1, 2015

Covered California

Network traffic is monitored in order to identify unauthorized attempts to upload or change information, or otherwise conduct criminal activity. Anyone using this website and the associated computer system expressly consents to such monitoring. Covered California reserves the right, but is not obligated to (except as required by applicable law,) report any illegal activity to any and all regulatory, administrative and/or governmental authorities for prosecution. In connection with authorized law enforcement investigations and pursuant to required legal process, navigational information may be used to assist in obtaining personally identifiable information.

For site security purposes, Covered California reserves the right to monitor any content that you provide, but shall not be obligated to do so. Although Covered California cannot monitor all postings on the website, we reserve the right to delete, move, or edit any postings that violate these Terms and Conditions.

[Top](#)

TERMINATION OF USE

Covered California may, in its sole discretion, terminate or suspend your access to and use of this website without notice and for any reason, including for violation of these Terms and Conditions or for other conduct which Covered California believes is unlawful or harmful to others. In the event of termination, you will no longer be authorized to access the website, and Covered California will use any means possible to enforce this termination. Covered California may also suspend your use of the website or deactivate a User ID and direct you to cease using the website with or without notice to you and with or without cause. Upon any termination of this agreement, all rights granted to you under this agreement will cease and you must promptly discontinue all access to any part of the website and the use of any content downloaded or otherwise obtained from the website.

[Top](#)

INDEMNITY

You agree to defend, indemnify, and hold harmless Covered California and all of its employees, directors, officers, and agents from any and all liabilities incurred in connection with any claim arising from any breach by you of these Terms and Conditions of Use, your

June 1, 2015

Covered California

use of the materials and information contained herein, or your inappropriate or unlawful use of the website. These include attorney fees, costs, damages, losses, and expenses. You agree to cooperate fully in the defense of any such claim. Covered California reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree not to settle any matter without the written consent of Covered California.

[Top](#)

LIMITATION OF LIABILITY

Covered California strives to maintain the highest accuracy of content on its website. Any errors or omissions should be reported for investigation. This site is provided by Covered California "as is" and "as available" with no warranties whatsoever. Covered California makes no claims, promises, or guarantees about the absolute accuracy, completeness, or adequacy of the contents of this website and expressly disclaims liability for errors and omissions in the contents of this website. We do not warrant that access to this website or any of its content will be uninterrupted or error free, that defects will be corrected, or that this website will be free of viruses or other harmful components. Covered California disclaims all warranties and conditions of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of course of dealing or usage of trade.

In no event will Covered California or its employees be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages, whether in contract, tort, or any other legal theory, arising out of your use of or inability to use the website or any other matter relating to your interaction with the website, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any other damages.

[Top](#)

JURISDICTION AND VENUE

The materials made available for public use on Covered California's website are from computer systems located within California, and are for the use and benefit of the citizens of California. These Terms and Conditions will be governed by the laws of the State of

June 1, 2015

Covered California

California, without giving effect to any conflict of laws principles. By using this website, you consent to the jurisdiction and venue in the state and federal courts sitting in Sacramento, California.

The website is to be deemed a passive website that does not seek to purposefully avail itself of the benefits and privileges of doing business in any state other than California and thus does not give rise to personal jurisdiction over Covered California, either specific or general, in jurisdictions other than California.

[Top](#)

REPRESENTATIONS

You hereby represent, warrant, and covenant for the benefit of Covered California and its affiliates that: (1) You have the legal right and authority to enter into this agreement, and, if you are accepting this agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this agreement; (2) you have the legal right and authority to perform your obligations under this agreement and to grant the rights and licenses described in this agreement and in any applicable additional agreement you enter into in connection with any of the services; (3) all information you provide to Covered California in connection with this agreement and your access to the website and use of the services is correct and current.

[Top](#)

INTEGRATION AND SEVERABILITY

These Terms and Conditions set forth the entire understanding of the parties with regard to use of this website and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this agreement. Failure to comply with the foregoing shall constitute a breach of this agreement, which may result in immediate termination of your account. The waiver by Covered California of a breach of any provision of these Terms and Conditions will not operate or be interpreted as a waiver of any other or subsequent breach.

Covered California

Should any provision of these Terms and Conditions be held invalid, unlawful, or for any reason unenforceable, then the invalid, unlawful, or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

[Top](#)

CONTACT US

If you have any questions about these website terms and conditions of use, please contact us at 1 (800) 300-1506.

[Top](#)

(Rev. 4/15)