

Create Web Portal and Create Mobile App

TERMS AND CONDITIONS OF USE AND CREATE PRIVACY POLICY



The following Terms and Conditions of Use and Privacy Policy must be agreed to before the Create Web Portal or the Create Mobile App may be fully accessed and utilized.

EFFECTIVE DATE: 12/07/2016
LAST MODIFIED: 12/05/2017

Acceptance of the Terms and Conditions of Use

These Terms and Conditions of Use are entered into by and between you and Create ("**Company**," "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms and Conditions of Use**"), govern your access to and use of Create mycreatehealth.com, and the Create Mobile App including any content, functionality and services offered on or through mycreatehealth.com (the "web portal"), or the Create Mobile App whether as a guest or a registered user.

Please read the Terms and Conditions of Use carefully before you start to use the web portal or mobile app. **By clicking to accept or agree to the Terms and Conditions of Use and Privacy Policy, you accept and agree to be bound and abide by these Terms and Conditions of Use and our Privacy Policy which are available at the Forms & Documents section of the member service portal and are incorporated herein by reference.** If you do not to agree to these Terms and Conditions of Use or the Privacy Policy, access to the web portal and/or mobile app will be denied.

The Create web portal and mobile app are offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using the web portal or mobile app, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Create web portal or mobile app.

Changes to the Terms and Conditions of Use

We may revise and update these Terms and Conditions of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the web portal and mobile app thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the web portal and mobile app.

Your continued use of the web portal or mobile app following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. You are expected to check this page each time you access this web portal or mobile app so you are aware of any changes, as they are binding on you.

Limitations on Use of Health Information

You understand and agree that any health information and/or other health related materials on the Create web portal or mobile app, whether stand alone or created with your input or the input of Create's partners, is for informational purposes only. This information is not a substitute for advice, care or treatment from a licensed health care provider. The



information provided by Create is not intended to advocate the use of one treatment or drug over another. Only your health care provider and you can determine the right course of treatment and advise you what is safe, proper and effective based on your personal situation. You should see your health care provider for any medical condition. This web portal/mobile app is not meant to diagnose or treat or be used to diagnose or treat any medical conditions. Always check with your doctor before taking any drug, modifying your diet, commencing or stopping any course of treatment or beginning a new physical fitness exercise program.

Accessing the Web Portal/Mobile App and Account Security

We reserve the right to withdraw or amend the web portal and mobile app, and any service or material we provide on the web portal/mobile app, in our sole discretion without notice. We will not be liable if for any reason all or any part of the web portal/mobile app is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the web portal/mobile app, or the entire web portal or mobile app, to users, including registered users.

YOU ARE RESPONSIBLE FOR:

- Making all arrangements necessary for you to have access to the web portal or mobile app.
- Ensuring that all persons who access the web portal through your internet connection or the mobile app are aware of these Terms and Conditions of Use and Privacy Policy and comply with them.

To access the web portal or mobile app or some of the resources offered, you may be asked to provide certain registration details or other information. It is a condition of your use of the web portal/mobile app that all the information you provide is correct, current and complete. You agree that all information you provide to register with this web portal/mobile app or otherwise, including but not limited to through the use of any interactive features on the web portal/mobile app, is governed by this Create Terms and Conditions of Use and Create Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this web portal/mobile app or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when

accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms and Conditions of Use.

Intellectual Property Rights

The Create web portal and mobile app and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms and Conditions of Use permit participants and beneficiaries to use the Create web portal and/or mobile app for personal, non-commercial use only and employer-clients of Create to use the Create web portal for administration of plans and products supplied by Create. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our web portal or mobile app, except as follows:

- You may print or download one copy of a reasonable number of pages of the web portal or mobile app for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

YOU MUST NOT:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the web portal or mobile app, or any services or materials available through the web portal or mobile app.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the web portal or mobile app in breach of the Terms and Conditions of Use, your right to use the web portal or mobile app will cease immediately and you must, at

our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the web portal or mobile app or any content on the web portal or mobile app is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the web portal or mobile app not expressly permitted by these Terms and Conditions of Use is a breach of these Terms and Conditions of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the Create logo and all related names, logos, product and service names, designs and slogans are trademarks of the or its affiliates or licensors. You must not use such marks without the prior written permission of Create. All other names, logos, product and service names, designs and slogans on the web portal and mobile app are the trademarks of their respective owners.

Prohibited Uses

You may use the web portal and mobile app only for lawful purposes and in accordance with these Terms and Conditions of Use.

YOU AGREE NOT TO USE THE WEB PORTAL OR MOBILE APP:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the web portal or mobile app, or which, as determined by us, may harm the Company or users of the web portal or mobile app or expose them to liability.

ADDITIONALLY, YOU AGREE NOT TO:

- Use the web portal or mobile app in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the web portal or mobile app, including their ability to engage in real time activities through the web portal or mobile app.



- Use any robot, spider or other automatic device, process or means to access the web portal or mobile app for any purpose, including monitoring or copying any of the material on the web portal or mobile app.
- Use any manual process to monitor or copy any of the material on the web portal or mobile app for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the web portal or mobile app.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the web portal or mobile app, the server on which the web portal or mobile app is stored, or any server, computer or database connected to the web portal or mobile app.
- Attack the web portal or mobile app via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the web portal or mobile app.

Reliance on Third Party Information

The information presented by third-parties on or through the web portal or mobile app is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the web portal or mobile app, or by anyone who may be informed of any contents thereon.

The web portal and mobile app include content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Create web portal and mobile app may contain links to other websites. The other websites are not under the control of Create and Create is not responsible for their contents, including without limitation any link contained in another website, or any changes or updates

to another website. Create is not responsible for webcasting or any other form of transmission received from any linked website. Create is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Create of the site or any association with its operators.

If the Create web portal or mobile app contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this web portal or mobile app, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Changes to the Web Portal/Mobile App

We may update the content on the Create web portal and/or mobile app from time to time, but such content is not necessarily complete or up-to-date. Any of the material on the web portal or mobile app may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the *Create* Web Portal/Mobile App

All information we collect on the web portal or mobile app is subject to our Privacy Policy set forth below. By using the web portal or mobile app, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. The Privacy Policy details how we collect, use, disclose and secure your personal information. You are urged to read it carefully.

Geographic Restrictions

The Create web portal and mobile app are based in the state of New York in the United States. We provide the web portal and mobile app for use only by persons located in the United States. We make no claims that the web portal, mobile app or any content is accessible or appropriate outside of the United States. Access to the web portal or mobile app may not be legal by certain persons or in certain countries. If you access the web portal or mobile app from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, web portal or mobile app will be free of viruses or other



destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEB PORTAL OR MOBILE APP, OR ANY SERVICES OR ITEMS OBTAINED THROUGH YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED TO THE PORTAL OR MOBILE APP.**

YOUR USE OF THE WEB PORTAL AND/OR THE MOBILE APP, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEB PORTAL OR MOBILE APP IS AT YOUR OWN RISK. THE WEB PORTAL AND MOBILE APP, THE CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEB PORTAL OR MOBILE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEB PORTAL OR MOBILE APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEB PORTAL, THE MOBILE APP, THE CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEB PORTAL OR MOBILE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEB PORTAL OR MOBILE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEB PORTAL OR MOBILE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEB PORTAL, THE MOBILE APP, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEB PORTAL, MOBILE APP OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEB PORTAL OR MOBILE APP OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions of Use and Privacy Policy, or your use of the web portal or mobile app, including, but not limited to, your User Contributions, any use of the web portal or mobile app's content, services and products other than as expressly authorized in these Terms and Conditions of Use and Privacy Policy or your use of any information obtained from the web portal or mobile app.

Governing Law and Jurisdiction

All matters relating to the web portal, mobile app and these Terms and Conditions of Use and Privacy Policy and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms and Conditions of Use and Privacy Policy or the web portal and/or mobile app shall be instituted exclusively in the courts of the State of New York, in each case located in the City of New York and County of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Create's sole discretion, it may require you to submit any disputes arising from the use of the web portal, the mobile app, these Terms and Conditions of Use and Privacy Policy, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF USE and PRIVACY POLICY, THE WEB PORTAL OR MOBILE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms and Conditions of Use and Privacy Policy shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions of Use and Privacy Policy shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions of Use and Privacy Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions of Use and Privacy Policy will continue in full force and effect.

Entire Agreement

The Terms and Conditions of Use and Privacy Policy constitute the sole and entire agreement between you and Create with respect to the web portal and mobile app and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the web portal and mobile app.

Identification

You affirmatively represent that you have properly identified yourself by entering your own name and personal identifiers when registering for this site and/or mobile app and not those of any other person.



Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the web portal or mobile app should be directed to service@mycreatehealth.com.

Create's Privacy Policy

EFFECTIVE DATE: 12/07/2016

LAST MODIFIED: 09/28/2017

Create is committed to protecting your privacy. This Privacy Policy applies to the Create web portal and mobile app. This Privacy Policy describes the types of information we may collect from you or that you may provide when you visit the Create web portal and/or mobile app and our practices for collecting, using, maintaining, protecting, and disclosing that information. By using the Create web portal or mobile app, you affirmatively agree to the data practices described in this statement.

This Privacy Policy is a part of, and is incorporated into our Create web portal and mobile app Terms and Conditions of Use set forth above.

Please read this Privacy Policy along with the Terms and Conditions of Use carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our web portal or mobile app. By accessing or using this web portal or mobile app, you agree to this Privacy Policy and the Terms and Conditions of Use.

This Policy and the Terms and Conditions of Use may change from time to time (see Changes to Our Privacy Policy). Your continued use of this web portal or mobile app after we make changes is deemed to be acceptance of those changes, so please check periodically for updates.

This Policy does not cover any information collected by third-party sites or content or applications that may link to or be accessible from or on the Create web portal or mobile app.

Collection of Your Personal Information

THIS POLICY APPLIES TO INFORMATION WE COLLECT:

- On this web portal and mobile app.



- In email, text, and other electronic messages between you through or to this web portal or mobile app.
- Through mobile and desktop applications you download from this web portal or mobile app, which provide dedicated non-browser-based interaction between you and this web portal or mobile app.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

THIS POLICY DOES NOT APPLY TO INFORMATION COLLECTED BY:

- us offline or through any other means, including on any other website, web portal or mobile app operated by Create or any third party including our affiliates and subsidiaries; or Create collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. Create also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by Create. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by Create for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Create web portal and/or mobile app.

If you utilize Create's web portal or mobile app or other services to communicate with your health plan, your providers or Create, we may collect information including financial and personally identifiable information about you or your dependent's health communicated through those services. That information will be protected by HIPAA compliant security systems both in communication and in storage. All such data will be maintained in accordance with the protections provided by federal and state laws and regulations.

We Collect This Information

- Directly from you when you provide it to us.
- Automatically as you navigate through the site/web portal or mobile app. Information collected automatically may include usage details, IP addresses, and information collected through cookies and other tracking technologies.
- From third parties, for example, our business partners.
- Information You Provide to Us.

THE INFORMATION WE COLLECT ON OR THROUGH THE WEB PORTAL AND MOBILE APP MAY INCLUDE:



- Information that you provide by filling in forms on our web portal or mobile app. This includes information provided at the time of registering to use our web portal or mobile app, requesting further services. We may also ask you for information when you report a problem with our web portal or mobile app.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through our web portal or mobile app.
- Your search queries on the web portal or mobile app.
- Responses to health questionnaires we ask you to complete.

Links and Third-Party Websites

Create encourages you to review the privacy statements of websites you choose to link to from Create so that you can understand how those websites collect, use and share your information. Create is not responsible for the privacy statements or other content on websites outside of the Create web portal and/or mobile app.

Use of your Personal Information

Create collects and uses your personal information to operate the Create web portal and mobile app and deliver the services you have requested. We may use the data to estimate usage patterns, store information about your preferences, allowing us to customize our web portal or mobile app according to your individual interests, speed up your searches and recognize you when you return to our web portal or mobile app. Create also uses your personally identifiable information to inform you of other products or services available from Create and its affiliates. Create may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Create does not sell, rent or lease client or member information to third parties. Create may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, Create may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Create, and they are required to maintain the confidentiality of your information.

Create keeps track of the websites, web portals, mobile app and pages our employers/members visit within Create, in order to determine what Create services are the most popular. This data is used to deliver customized content and advertising

within Create to employers/members whose behavior indicates that they are interested in a particular subject area.

CREATE WILL ALSO COLLECT AND USE HEALTH INFORMATION PROTECTED BY HIPAA. THE NOTICE OF PRIVACY PRACTICES IS AVAILABLE AT THE FORMS & DOCUMENTS SECTION OF THE MEMBER SERVICE PORTAL AND DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Create will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Create or the site; (b) protect and defend the rights or property of Create; and, (c) act under exigent circumstances to protect the personal safety of users of Create, or the public.

Use of Cookies

The Create web portal use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Create pages, or register with Create site or services, a cookie helps Create to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Create web portal, the information you previously provided can be retrieved, so you can easily use the Create features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Create web portal.

WE ALSO MAY USE:

- Flash Cookies. Certain features of our web portal or mobile app may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our web portal or mobile app. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- Web Beacons. Pages of our web portal, mobile app and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Create, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example,

recording the popularity of certain website content and verifying system and server integrity).

We may tie this information to personal information about you that we collect from other sources or you provide to us.

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the web portal and mobile app are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies [alone or in conjunction with web beacons or other tracking technologies] to collect information about you when you use our web portal or mobile app. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

Disclosure of Your Information

We may disclose aggregated information about our users and information that does not identify any individual without restriction.

WE MAY DISCLOSE PERSONAL INFORMATION THAT WE COLLECT OR YOU PROVIDE AS DESCRIBED IN THIS PRIVACY POLICY:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To third parties to market their products or services to you if you have consented to/not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them. For more information, see Choices About How We Use and Disclose Your Information.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

WE MAY ALSO DISCLOSE YOUR PERSONAL INFORMATION:

- To comply with any court order, law, or legal process, including responding to any government or regulatory request.
- To enforce or apply our Terms and Conditions of Use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Create, our clients, members, users, customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly. This does not apply to the mobile app since cookies are not utilized in the app.

Accessing and Correcting Your Information

During open enrollment, you can review and change your personal information by logging into the web portal or mobile app. Certain changes to your information that would impact coverage selections and benefits must be coordinated through Create and in some cases your Human Resources Department. Your employer may also make changes to related information required for plan administration. If you have any questions about making changes to your personal information, visit mycreatehealth.com or call **Customer Service** contact at 1-844-769-2738.

Security of your Personal Information

Create secures your personal information from unauthorized access, use or disclosure. Create secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number or personally



identifiable health related information) is transmitted to other websites or portals, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to the web portal or mobile app, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to or through our web portal or mobile app. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the web portal or mobile app.

Privacy and Security of Your Protected Health Information

Create will maintain your protected health information ("PHI") secure and confidential according to federal and state requirements. Create has the following systems, policies and procedures in place:

- Security and privacy training for all employees
- Access is limited to business needs
- Background checks for all employees
- Verification of callers
- Strong passwords required within the electronic system
- Passwords are changed frequently
- PHI is stored in a locked environment
- Sensitive information in transit is encrypted or transmitted via SS.

Create Privacy Practices for Internet-Based Communications

WHEN YOU USE THE CREATE WEB PORTAL OR MOBILE APP TO COMMUNICATE, WE MAKE THE FOLLOWING COMMITMENTS:

- Create treats all internet communications as private and confidential unless clearly disclosed.
- Create will monitor security systems to make sure that web portal and mobile app privacy protection are in place at all times.

Children Under the Age of 13

The Create web portal and mobile app are not intended for use by children under 13 years of age. No one under age 13 may provide any personal information to or on the web portal or mobile app. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on the web portal or mobile app or on or through any of its features/register on the web portal or mobile app, use any of the interactive features of this web portal or mobile app or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at Create-Compliance-TC@brightonhps.com. This does not preclude adult parents or guardians from entering their child beneficiaries' information.

Changes to this Statement

Create will occasionally update this Privacy Policy to reflect changes in the law or feedback. Create encourages you to periodically review this Statement to be informed of how Create is protecting your information. Your continued use of this web portal and/or mobile app after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Contact Information

Create welcomes your comments regarding this Statement of Privacy. If you believe that Create has not adhered to this Statement, please contact Create at Create-Compliance-TC@brightonhps.com. We will use commercially reasonable efforts to promptly determine and remedy the problem.

