



## **STANDARD TERMS OF USE**

<https://nmhc.alderaplatform.com> is owned and operated by New Mexico Health Connections. The following Terms of Use apply to your use of <https://nmhc.alderaplatform.com> and any of its information, features, or services (all together referred to as “the Website and Services”). You should carefully review the entire Terms of Use because by using the Website and Services you are agreeing to these Terms of Use.

### **NOTE:**

Certain features of the Website and Services may be governed by additional terms of use, so please refer to those additional terms of use for more information. By agreeing to the Terms of Use, you are agreeing to all applicable terms and restrictions including these additional terms of use.

## **TERMS OF USE**

### **Authority:**

You agree that you are able to accept the Terms of Use for the Website and Services and that you will use the Website and Services in a manner consistent with these Terms of Use.

### **Changes to the Terms of Use:**

New Mexico Health Connections may update and change these Terms of Use from time to time without notice to you. You are responsible for reviewing these Terms of Use on a regular basis to make sure you are still in agreement to comply with them. By using or accessing the Website and Services after changes have been made to the Website and Services or these Terms of Use, you are agreeing to accept those changes.

### **Protecting Your Information:**

You should keep any correspondence you receive relating to the Website and Services (including, but not limited to, your user ID, passwords, other registration information, e-mails, or any other information) confidential and in a safe place. If other people have access to your computer, user ID or password, or other personal information, they may be able to access information you have obtained from the Website and Services. New Mexico Health Connections is not responsible for the security of privacy of any such information under these circumstances. You agree to notify New Mexico Health Connections if you learn of or suspect any loss or unauthorized use of your login information (user ID or password). New Mexico Health Connections is also not responsible for the security of your internet access services provider and you should review their security and privacy policies carefully.

### **Your Use of the Website and Services:**

You agree to use the Website and Services only for lawful purposes and in a manner consistent with their intended use and these Terms of Use. New Mexico Health Connections may, at any time and without notice, prohibit access to the Website and Services to any individuals whom New Mexico Health Connections determines are using the Website and Services in a way not permitted under these Terms of Use, who are restricting or prohibiting any other user from using or enjoying the Website and Services, or whose conduct might constitute a criminal offense, result in civil liability, or otherwise violate any applicable local, state, national or international law.

**Examples of prohibited uses of the Website and Services include, but are not limited to:**

1. sharing of personal medical/prescription, member eligibility or information with an unauthorized third party;
2. placement on the Website and Services of any untrue, malicious, fraudulent, harassing, offensive or defamatory material, or any material that is irrelevant to a legitimate use of the Website and Services;
3. introduction of viruses, worms or other programming routines that are intended to disrupt or interfere with the operation of the Website and Services;
4. linking to or insertion of links to other sites of whatever character;
5. unauthorized changes to any data or information supplied by the Website or and Services;
6. any activity that infringes on the copyright, patent, trademark or other rights of any other person or organization. Any unauthorized entry (commonly referred to as “hacking”) into any portion of the Website or Services may constitute a crime under state and/or federal law and New Mexico Health Connections will prosecute these violations to the fullest extent permitted by law. Anyone using this Website and Services in violation of these Terms of Use will be liable to New Mexico Health Connections for damages suffered by The Health Plan.

**Permission to Print and Copy:**

The Website and Services contain copyrighted works, trademarks, and other proprietary material owned by New Mexico Health Connections or its information providers. If no restrictions are displayed, you may print, download, or make copies of materials from the Website and Services for your own personal and non-commercial use only. Except as just provided, you may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute material or images from the Website and Services without written permission from New Mexico Health Connections. In addition, you may not modify, alter, revise, paraphrase, omit, change, create derivative works, or modify or obliterate any copyright notice or other warning on any material or images from the Website or Services without written permission from New Mexico Health Connections.

**Medical and Other Advice:**

New Mexico Health Connections is not authorized to provide and does not engage in providing medical advice. All information in the Website and Services is for your educational and informational purposes only. This information is not intended as a substitute for consultation with your doctor or other licensed medical professional and should not be used to diagnose or treat a health problem. You should consult with your doctor to assist in evaluating the appropriateness of any information provided by the Website and Services. You should never disregard, avoid or delay obtaining medical advice from a licensed professional because of something in the Website or Services. In no event will New Mexico Health Connections be responsible for any decision made or action taken in reliance on the information contained in the Website and Services.

The information in the Website and Services is also not intended as and does not constitute financial or legal advice and you should consult an appropriate professional for specific advice tailored to your situation.

**Disclaimer:**

NEITHER NEW MEXICO HEALTH CONNECTIONS NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE WEBSITE AND SERVICES. THE WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NEW MEXICO HEALTH CONNECTIONS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES AGAINST INFRINGEMENT.

**Indemnification:**

New Mexico Health Connections will notify you of any claim made by a third party for liability or expense arising from your use of the Website and Services, in whole or in part, directly or indirectly. You in turn agree to indemnify, defend, and hold harmless New Mexico Health Connections and its related parties for any such claim, including reasonable attorneys’ fees.

**Limitation of Liability:**

BY ACCESSING THE WEBSITE AND SERVICES YOU AGREE TO HOLD HARMLESS AND WAIVE ALL CLAIMS AGAINST NEW MEXICO HEALTH CONNECTIONS AND ITS RELATED PARTIES REGARDING THE INFORMATION PROVIDED AND YOUR USE OF IT. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL NEW MEXICO HEALTH CONNECTIONS AND ITS RELATED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES—EVEN IF NEW MEXICO HEALTH CONNECTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEW MEXICO HEALTH CONNECTIONS ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE OR CLAIM RELATED TO THE WEBSITE AND SERVICES IS YOUR STOPPING YOUR USE OF THE WEBSITE AND SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

NEW MEXICO HEALTH CONNECTIONS CANNOT AND WILL NOT ASSUME ANY LIABILITY FOR UNAUTHORIZED OR FRAUDULENT USE OF THE WEBSITE AND SERVICES.

**Sharing of Protected Health Information:**

As a New Mexico Health Connections member, you may choose to share your Confidential Health Information or Protected Health Information (PHI) with others. This is easily accomplished through the Sharing Function on this website. Choosing this Sharing Function constitutes your approval and authorization for those chosen individuals to obtain PHI about you. This authorization is only for the data available on this website. If you choose to authorize others to have information about you through the call-in Customer Care Center system or through a request for hard copies of information, New Mexico Health Connections standard paper HIPAA Privacy Authorization form must be filled out, signed and faxed, mailed, or hand delivered to New Mexico Health Connections.

**By electing to use the Sharing Function on this website, you have:**

- Given your approval and authorization for those named family members or individuals to access your PHI that is available on this website;
- Chosen to give access to these individuals for your own reasons;

- Made PHI available to the designated individuals for the period of time that the access is allowed by you on the Sharing Function. You may revoke this access at anytime for these individuals by going back into the Sharing Function and deleting the name of the person(s) who is listed as being allowed to share information.

**Further:**

- By agreeing to this Terms and Conditions page, you understand, agree to and authorize the release of information to the individuals you have selected to share your information.
- Your decision whether to share/release information does not and will not be a condition of treatment, payment, enrollment or eligibility by New Mexico Health Connections.
- Once your information has been shared through the Sharing Function, it may no longer be protected under the HIPAA Privacy Rule and may be subject to redisclosure by those individuals you have allowed to access the information.
- Please print a copy of this authorization for your files.

**Links to Other Websites:**

The Website and Services may provide links to other websites that might be of interest to our users. Please note that when you click on one of these links you may be moving to another company's website. New Mexico Health Connections cannot control the activities of any such company once you leave our Website. We encourage you to read the terms of use and privacy policies of these linked sites because they may differ from ours.

**Jurisdiction; Choice of Law; Arbitration:**

The Website and Service are intended only for access and use by United States residents, are presented solely as a service to visitors and subscribers located in the United States of America and its territories, and therefore may not comply with legal requirements of foreign countries. These Terms of Use are governed and construed in accordance with the laws of the STATE, without giving effect to any principles of conflicts of law. You expressly and irrevocably agree to binding arbitration in CITY, STATE, under the rules of the American Arbitration Association for all disputes arising out of or relating to the Website and Services.

**Severability:**

If an arbitrator or other legal authority determines that any part of these Terms of Use is illegal or unenforceable, then such part will be eliminated and the remaining Terms of Use will remain in force and effect and continue to apply to your use of the Website and Services.

**Not Intended for Use by Minors:**

The Website and Services are not intended for, nor do we believe they are appealing to, children under the age of 18. New Mexico Health Connections will not knowingly collect information from visitors in this age group.