

## Terms and Conditions

This Supplier Website (**the “Site”**) is operated by Blue Cross and Blue Shield of Florida, Inc. on behalf of itself and its subsidiaries and affiliates (**“Florida Blue”**, **“we”** or **“us”**). This document (this **“Agreement,”** or the **“Terms and Conditions”**) establishes the terms and conditions governing your use of the Site and your registration as a potential Florida Blue vendor.

These Terms and Conditions constitute a binding agreement between Florida Blue and you (personally and, if applicable, the entity on whose behalf you are using the Site) (together **“you”**).

### 1. Your Acceptance of this Agreement

By agreeing to our Terms and Conditions, or by accessing or using any part of the Site, you are manifesting your assent and agree to be bound by the terms of this Agreement. This is an agreement between you and Florida Blue and governs your use of the Site and its contents and services. Each time you visit, browse, access, or otherwise use the Site, you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (for the purposes of this Agreement, **“person”** includes any type of incorporated or unincorporated entity, including without limitation your employer), without limitation or qualification, to be bound by this Agreement for using the Site, and to comply with all applicable laws and regulations, including without limitation, all applicable export control laws and regulations.

This Site is intended for use only within the United States or its territories. By accessing this Site, you represent and warrant that (i) you are at least eighteen (18) years old, (ii) you are accessing the Site from within the United States or its territories, and (iii) you have the legal authority to agree to and accept this Agreement, submit registration and other information requested by Florida Blue, and engage in other procurement related activities, including but not limited to submitting responses to RFPs, on behalf of yourself and the entity you represent.

If you do not have the legal authority to agree to and accept this Agreement, or if you are not authorized to agree to and accept this Agreement, or if you do not agree with the terms of this Agreement, then you may not use the Site.

### 2. Purpose of Site

The Site is designed to permit vendors desiring to do business with Florida Blue to submit information to Florida Blue for its review and evaluation, to provide a vehicle for vendors to maintain their company profile, respond to requests for proposals from, and potentially enter into contracts with Florida Blue, and to review order and payable activities. Your use of the Site is limited to these specific purposes, and you are not authorized to utilize the Site for any other reason.

### **3. No Requirement to Enter into Contract**

Acceptance of your registration does not qualify your status as a vendor of choice, vendor of record or an approved vendor. If selected for a Procurement event, an executed contract is required prior to the rendering of any products or services. Your submission of information through the Site, including for registration, does not create any obligation for Florida Blue to contract with you, or to enter into discussions with you regarding any business relationship, including participation in any vendor sourcing event or RFP.

### **4. Scope of this Agreement**

These Terms and Conditions supplement, but do not replace, any other terms or conditions to which you may agree that are contained in other areas of the Site.

### **5. Changes to Operation of Site or to Terms and Conditions**

We may modify, suspend or terminate the operation of the Site, in whole or in part, in our sole discretion, at any time and for any reason.

From time to time, Florida Blue may, in its sole discretion, for any reason and without any liability to you or any other person, change, supplement or amend these Terms and Conditions, or require that you agree to additional terms and conditions (the “**Revised Terms**”) in order to continue using the Site.

You may be required to agree to Revised Terms in order for you to obtain Passwords (as defined below), access certain areas of the Site, or utilize certain features or functions offered on the Site by Florida Blue. For example, certain portions of the Site may only be accessible to those who have met prerequisite business qualifications established by Florida Blue, or who have been selected by Florida Blue as vendors with which Florida Blue is interested in exploring a business relationship. Such Revised Terms are incorporated herein by reference and made a part of these Terms and Conditions.

These Terms and Conditions may only be modified in writing by an authorized officer of Florida Blue and they may not be modified orally or in writing by our Site’s customer service representatives, our employees, or by any third party. You may not change, supplement, or amend these Terms and Conditions in any manner.

You shall be bound by changes to these Terms and Conditions thirty (30) days after such changes have been introduced and for which notification of substantive changes has been made (including any such notice as may be provided by email or by posting on the log-on page of the Site). You agree to update your contact information so that Florida Blue has a current email address for you at all times in order to receive any such notifications.

Any changes to the dispute resolution procedures set forth below in Governing Law and Venue shall not apply to any disputes that have been commenced prior to the changes to the Terms and Conditions taking effect.

## **6. Privacy Policy; Confidentiality**

You acknowledge and agree that, unless specifically provided elsewhere in the Site with respect to particular information, you have no expectation of privacy or confidentiality with respect to any information that you may provide through the Site. You acknowledge that Florida Blue may share any or all of such information with its affiliates, or with others.

Should you be invited to participate in a RFP, you agree to keep the RFP and all other information provided to you by Florida Blue in connection with the RFP as confidential and to use it only for purposes of evaluating and responding to the RFP. You may allow your employees and contractors access to such information if they have a need to know it in order for you to prepare your RFP response, provided that you ensure that they use it solely for purposes of responding on your behalf to the RFP and for no other purpose. We acknowledge that the confidentiality commitment made herein applies only to information that is not publicly available (other than through your or another person's violation of an agreement of confidentiality).

You agree not to provide any proprietary or confidential information to Florida Blue, including, without limitation, in responding to an RFP, unless you expressly and in writing identify with particularity such proprietary and confidential information. You agree that any information that is not so identified may be used and disclosed by Florida Blue for any purpose.

## **7. Site Ownership; Trademarks**

Florida Blue, its affiliates, agents and/or their licensors own the Site, its content, features, functionality and systems, including the copyright and other intellectual property rights therein. All rights not expressly granted or licensed herein are reserved to Florida Blue, its affiliates, agents and licensors.

Florida Blue's, and its respective affiliates', federally registered or common law trademarks may appear on the Site from time to time, including, without limitation, "Blue Cross," "Blue Cross and Blue Shield of Florida" and "Florida Blue" (collectively, the "**Trademarks**"). No right or license to use any of the Trademarks is granted in these Terms and Conditions.

## **8. Use of Site**

Subject to these Terms and Conditions, Florida Blue hereby grants to you a non-exclusive, limited, non-sublicensable, non-transferable, revocable license to access the Site and use the functions and content made available to you on the Site, solely for the purpose set forth in Section 2 hereof and solely from sites located within the United States and its territories.

Where access to portions of the Site is limited to those users with valid Passwords, the license granted above with respect to those portions of the Site is applicable only to those with a valid Password and those authorized to use such Password.

No other license or rights in the Site are granted by Florida Blue and all licenses and rights granted may be terminated or revoked by Florida Blue at any time at Florida Blue's sole discretion.

## **9. Passwords**

You are responsible for maintaining the security of information such as user names, codes and passwords (codes and passwords are collectively referred to as a "Password") that you are given or adopt for purposes of accessing the Site.

For security reasons, you must keep your user name and Passwords confidential and not disclose them to any person or permit any other person to use them. Passwords, where user-selected, must be non-obvious, hard-to-guess, confidential, and changed on a regular basis, and you must log-out at the end of each session.

You (or your employer, if you use the Site on behalf of your employer) are solely responsible and liable for any use and misuse of your user name and Passwords and for all activities that occur under your user name and Passwords. You must ensure that all uses of your user name and Passwords comply with these Terms and Conditions.

You must immediately notify Florida Blue at [suppliermanagement@floridablue.com](mailto:suppliermanagement@floridablue.com) of any unauthorized use of your user name or Passwords, or if you know or suspect that your user name and/or Passwords have been lost or stolen, have become known to any other person, or have been otherwise compromised.

All user names and Passwords remain the property of Florida Blue, and may be cancelled or suspended at any time by Florida Blue without any notice or liability to you or any other person. Florida Blue is not under any obligation to verify the actual identity or authority of the user of any user name or Password.

THE SECURITY AND PRIVACY PROVIDED BY PASSWORDS IS NOT COMPLETE AND CAN BE CIRCUMVENTED. YOUR USE OF PASSWORDS IS AT YOUR OWN RISK.

## **10. Acceptable Use; Prohibited Use**

You are responsible for all activities you engage in, on or through use of the Site, and those engaged in by anyone using your Passwords. You agree to use the Site in accordance with these Terms and Conditions, and all applicable laws, rules, and regulations. You agree that all information you provide through the Site will be complete and accurate and will not omit any information that would cause any such submitted information to be misleading. You further agree to keep all information you provide to Florida Blue or post on the Site up-to-date, complete and accurate, including, without limitation, all contact information, eligibility status for government contracting, financial information, and personal information. You agree to promptly supply corrected information via the Site in the event any of the registration information has changed or is no longer complete and accurate. You may be required to

validate this information, in writing, in connection with an RFP response and you agree to validate your registration information upon the request of Florida Blue.

If you choose to respond to an RFP issued in connection with your use of this Site, you agree to only do so if you have a valid and *bona fide* interest in providing the applicable services or goods that are the subject of the RFP.

Nothing in these Terms and Conditions shall prohibit or restrict Florida Blue from complying with all applicable laws, rules and regulations, and all law enforcement requests and/or subpoenas. Florida Blue may use and disclose any Passwords and personal user information as Florida Blue deems reasonable to comply with the law, to respond to such requests or subpoenas, to enforce these Terms and Conditions and to protect the safety of persons or property.

#### **11. Disclaimer, Liability Exclusion, Liability Limitation, Release and Indemnity**

Florida Blue strives to make your use of the Site a useful experience. Nevertheless, Florida Blue does not accept any liability for your use of the Site. For that reason, the following provisions apply to your use of the Site:

##### **DISCLAIMER**

YOUR USE OF THE SITE IS AT YOUR OWN RISK.

YOU (AND NOT FLORIDA BLUE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION TO ANY COMPUTER OR OTHER EQUIPMENT ARISING FROM, CONNECTED WITH, OR RELATING TO YOUR USE OF THE SITE.

THE OPERATION OF THE SITE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND FLORIDA BLUE'S CONTROL. THE OPERATION OF THE SITE MAY NOT BE CONTINUOUS OR UNINTERRUPTED OR SECURE. SECURITY AND PRIVACY AND CONFIDENTIALITY RISKS CANNOT BE ELIMINATED.

FLORIDA BLUE IS UNDER NO OBLIGATION TO VERIFY THE IDENTITY OF USERS OF THE SITE. HOWEVER, YOU PROMISE NOT TO SHARE YOUR USER NAME OR PASSWORDS NOR TO ALLOW ANYONE TO USE THE SITE POSING AS YOU.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FLORIDA BLUE MAKES NO REPRESENTATION, WARRANTY OR CONDITION THAT:

- THE SITE WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED EQUIPMENT AND SOFTWARE;
- THE SITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED;

- THE INFORMATION AVAILABLE ON OR THROUGH THE SITE WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY;
- PARTICULAR RESULTS OR ANY RESULTS AT ALL MAY BE OBTAINED THROUGH THE USE OF THE SITE;
- THE USE OF THE SITE, INCLUDING THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; OR
- THE USE OF THE SITE WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON.

FLORIDA BLUE DISCLAIMS ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

ADDITIONAL DISCLAIMERS MAY APPEAR WITHIN THE SITE ITSELF AND ARE INCORPORATED HEREIN BY REFERENCE.

#### **LIABILITY EXCLUSION**

FLORIDA BLUE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), LOSS OF MARKETS, ECONOMIC LOSS, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE SITE BY YOU OR ANY OTHER PERSON, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY FLORIDA BLUE OR ANY PERSON FOR WHOM FLORIDA BLUE IS RESPONSIBLE, AND NOTWITHSTANDING THAT FLORIDA BLUE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED BY YOU OR ANY OTHER PERSON.

#### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT, INCLUDING DUE TO NEGLIGENCE, WILL FLORIDA BLUE OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF USE OF THE SITE, SITE OPERATIONS, OR ANY CONTENT, INFORMATION, PRODUCT OR SERVICE MADE AVAILABLE THROUGH THE SITE, EVEN IF FLORIDA BLUE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF FLORIDA BLUE AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THIS SITE IS LIMITED TO \$100.

## **RELEASE**

YOU HEREBY RELEASE, REMISE AND FOREVER DISCHARGE EACH OF FLORIDA BLUE AND ITS RESPECTIVE AFFILIATES, AND ALL OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE AND KIND WHATSOEVER AND HOWSOEVER ARISING, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SITE.

## **INDEMNITY**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF FLORIDA BLUE ITS RESPECTIVE AFFILIATES, AND ALL OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, LICENSORS AND LICENSEES, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS (COLLECTIVELY, THE **"INDEMNIFIED PARTIES"**) FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES, INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM OR DEMAND ARISING OUT OF, RELATED TO, OR CONNECTED WITH YOUR USE OF THE SITE, THE USE OF THE SITE BY SOMEONE POSING AS YOU, OR YOUR BREACH OF THIS AGREEMENT. YOU WILL ASSIST AND CO-OPERATE AS FULLY AS REASONABLY REQUIRED BY THE INDEMNIFIED PARTIES IN THE DEFENSE OF ANY SUCH CLAIM OR DEMAND.

THE EXCLUSION OF CERTAIN WARRANTIES AND THE LIMITATIONS OF CERTAIN LIABILITIES MAY BE PROHIBITED BY CERTAIN LEGISLATION AND LAWS IN SOME JURISDICTIONS AND THUS MAY NOT APPLY TO YOU.

The disclaimer, liability exclusion, liability limitation, release, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement.

### **12. Termination of Your Access to the Site**

Florida Blue, in its sole and absolute discretion, may terminate, suspend, and/or limit your access to the Site, your registration as a Supplier, and may revoke your Passwords, or limit which individuals may use the Site through your Passwords, without notice or liability, at any time.

### **13. Electronic Communications**

By using this Site, you are consenting to receive communications from Florida Blue electronically with respect to your use of this Site, its contents, and the RFP process, and you are agreeing that Florida Blue may communicate with you with respect to your use of this Site

and its contents via email and by posting notices on the Site, and by other means of communication, including but not limited to postal mail. You agree that all agreements, disclosures, notices and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

#### **14. Third Party Rights**

The provisions of these Terms and Conditions are for the benefit of Florida Blue and its affiliates. Each of Florida Blue and its respective affiliates shall have the right to assert and enforce these provisions directly against you on its own behalf. Except as set forth above, there are no third party beneficiaries of these Terms and Conditions.

#### **15. Governing Law and Venue**

These Terms and Conditions, your use of the Site, and all related matters shall be governed and construed in accordance with the laws of the State of Florida without application of its conflicts of laws principles. Except as may be expressly agreed otherwise by Florida Blue and you, you agree that any dispute between Florida Blue or any of its affiliates, on the one hand, and you, on the other hand, arising from, connected with or relating to the Site, your use of the Site, these Terms and Conditions or any related matters shall be brought exclusively in a federal or state court having jurisdiction thereof within Duval County, Florida. Florida Blue and you waive any objection to such venue based on lack of personal jurisdiction or inconvenient forum.

#### **16. Waiver; Severability**

Failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right contained herein. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of these Terms and Conditions.

If any provision of these Terms and Conditions is deemed invalid, void or unenforceable, that invalid, void, or unenforceable provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions.

Any rights not expressly granted by these Terms and Conditions are reserved to Florida Blue.

#### **17. Assignment; Entire Agreement**

The provisions of these Terms and Conditions will inure to the benefit of and be binding upon each of Florida Blue and its affiliates and each of their respective successors and assigns and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives.

Florida Blue may assign its rights and duties under these Terms and Conditions to any other person or entity at any time without your consent and without notice to you. You may not assign these Terms and Conditions, nor may you assign, license or delegate your rights, licenses



or privileges provided hereunder. These Terms and Conditions, any other policies, guidelines, requirements, disclaimers and requirements posted on the Site by Florida Blue, comprise the entire agreement between you and Florida Blue regarding your use of the Site and its contents.

**18. Questions or Concerns**

If you have any questions or concerns regarding the Site or these Terms and Conditions, please contact Florida Blue at [suppliermanagement@floridablue.com](mailto:suppliermanagement@floridablue.com).

**19. Date**

The date the Terms and Conditions were last modified is September 15, 2015.