

BOISE MUNICIPAL HEALTH CARE TRUST WEBSITE PRIVACY POLICY

Purpose. The purpose of the statement is to inform users of this site with regard to the collection and use of personally identifiable information.

Definition of Personally Identifiable Information. For the purposes of this statement "personally identifiable information" means any information relating to an identified or identifiable individual who is the subject of the information.

Personally Identifiable Information Not Routinely Collected. Beneficiaries and eligible employees do not have to routinely provide personal information to visit the Boise Municipal Health Care Trust's sites or to download information. Government agencies may request personally identifiable information from you in order to provide requested specialized services, but such information is handled as it would be on an in-person visit to a government office.

Personally Identifiable Information Available From Governmental Web Sites.

Access to personally identifiable information in public records at Idaho local levels of government in Idaho is controlled primarily by the Public Records Act, Chapter 1, Title 74, of the Idaho Code. Information that is generally available under Chapter 1 - and not made confidential elsewhere in the Idaho Code or through application of other state or federal laws, rules or regulations - may be made available for public inspection. While Chapter 1 sets the general policies for access to government records in the state of Idaho, other sections of the Idaho Code as well as other federal laws also deal with confidentiality issues.

The IP (Internet Protocol) numbers of computers (servers) used to visit this site are noted as part of our statistical analysis on use of our web sites so we may better design services and improve access to them. However, the site does not attempt to gain personally identifiable information on individual users and associate them with IP addresses.

Use of E-mail Addresses. E-mail addresses obtained as a result of a request to the Boise Municipal Health Care Trust's site will not be sold or given to other private companies for marketing purposes. The information collected is subject to the access and confidentiality provisions of Chapter 1, other applicable sections of the Idaho Code or federal law. E-mail or other information requests sent to the Boise Municipal Health Care Trust (BMHCT) web site may be maintained in order to respond to the request, forward that request to the appropriate agency, communicate updates to the BMHCT page that may be of interest to citizens, or to provide the BMHCT web designer with valuable customer feedback to assist in improving the site.

Non-Boise Municipal Health Care Trust Web Sites. Various web sites may be linked through the BMHCT site hosted by the City of Boise. These sites, including private sector sites, are not subject to Chapter 1 and may also not be subject to other sections of the Idaho Code or federal law. Visitors to those sites are advised to check the privacy statements of these sites and consider the terms by which personally identifiable information will be used.

Disclaimer. This Information Is Made Available as a Free Public Service, Without Express or Implied Warranties of Any Kind, and Subject to the Following Disclaimers:

1. ACCURACY AND CONTINUITY OF SERVICE. The BMHCT makes no guarantee of the completeness or accuracy of any information provided. It makes no promise or warranty to maintain or update this public service or information contained and made available to the public. The BMHCT may suspend or discontinue this service at any time, or it may elect to charge a fee for access or use. The user assumes the risk of verifying any materials used or relied on. Eligible employees and beneficiaries may obtain summary plan descriptions, access forms, and review and compare plan features, review exclusions and claims procedures, by requesting such information from the participating employer's human resources staff, visiting the website of the third party administrator of the dental, medical, or other health care benefits offered through the BMHCT, or by contacting the BMHCT at:
[name of contact, phone, email, and physical address]

2. NO WARRANTIES. The BMHCT disclaims any express or implied warranty in providing for public use its computer system and any materials, information, graphics, products, or processes contained therein. It makes no warranty, express or implied, nor assumes any responsibility in the use of this service or its contents for its accuracy, completeness, currency, its use for any general or particular purpose, nor that such items or use of such items would not violate or infringe rights of others. This service is provided on a strictly "as is" basis.

3. EXTERNAL LINKS; PERSONAL OPINIONS. BMHCT computer resources and materials may contain hypertext or other links to Internet or computer sites that may be of interest, but not owned or controlled by the BMHCT or the City of Boise which hosts the site.

Links to other computer systems are not supervised nor regularly reviewed by the BMHCT. Any information, endorsements of products or services, materials or personal opinions appearing on such external sites are not controlled, sponsored nor approved by the BMHCT. The BMHCT specifically disavows legal responsibility for what a user may find on another site, or for personal opinions of individuals posted on any site, whether or not operated by the BMHCT.

4. COPYRIGHT LIMITATIONS. The BMHCT has made the content of these pages available to the public and anyone may view, copy, or distribute information found here without obligation to the BMHCT or the City of Boise which hosts the site, unless otherwise stated on materials or information to which a restriction on free use may apply. The BMHCT makes no warranty that materials contained herein are free of Copyright claims or other restrictions or limitations on free use or display.

5. ASSUMPTION OF RISK OF USE. A user of the BMHCT's site or the City of Boise's computer system on which the BMHCT has information available for public use assumes the risk of use or reliance on such information. Neither the BMHCT, its employees or agents shall be liable for any damages for viewing, distributing or copying of materials on its sites made available to the public, including indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

6. MONITORING OF SYSTEM; NO EXPECTATION OF PRIVACY. All BMHCT's site and the City of Boise's computer systems are subject to monitoring at all time to assure proper functioning of the systems, to provide security for the computer systems operation and information contained, to prevent unauthorized use, and to deter and investigate violations of law. There is no reasonable expectation of privacy in the use of this public computer system.

7. IDAHO LAW AND JURISDICTION. The materials are provided for public use on computer systems located within Boise, Ada County, Idaho for the use and benefit of interested persons. Any person choosing to use this system or seeking access to information or materials on this system is subj

ARTICLE I– PRINCIPLES:

Section 1.01 -- Principles: We may gather and use information as follows:

(1) Notice: We may gather and use information as follows:

(a) Volunteered Information: We will receive and store any information you enter on the Web Site or give us in any other way that personally identifies you to improve your experience at the Web Site, to get a better general understanding of the type of individuals visiting the Web Site, and to enable us to contact you when needed. Typically you will provide information on the Web Site for the purchase of products or services or when you submit comments or questions for review by us.

(b) Automatic Information: To enable us to provide content that users need and desire, we collect aggregated site-visitation statistics using cookies. A Cookie is simply a small data file we place on your computer's hard drive when you first visit the Web Site ("Cookie"). This file contains a unique number that helps us identify you when you return to the Web Site. Cookies are employed by thousands of web sites to enhance users' web viewing experience. Cookies can neither damage user files nor can they read information from users' hard drives. We combine all usage information provided by such Cookies and we do not monitor your use of the Web Site. Allowing us to create a Cookie on your hard drive will not give us or any other site access to the rest of your computer's hard drive, and only we will be able to read the Cookie that the Web Site creates.

(c) Information Use: We use information for personal identification; to get a better general understanding of the type of individuals visiting the Web Site; to respond to your requests for purchases, comments, or questions; to improve your experience at the Web Site; to collect aggregated site-visitation statistics; and to alert you to product enhancements, special offers, updated information, and other new services from us. We also use information to alert you of subscription renewal discounts, to automatically renew your subscription and advise you of upcoming service offerings and events.

We may disclose information to third parties, including selling or disclosing customer lists to commercial or charitable users thereof. Disclosure for such purposes is limited to your name, company, position, address, phone and fax numbers, and web site and email addresses. If you do not wish to have such information disclosed, please let us know by [emailing the BMHCT]. To

enable us to process your request, please include your name and address. Once properly notified, we will remove your name from the lists and disclosures as soon as we practicably can in the course of normal business practices.

When you order products or services from us, we ask for your credit card number and billing address. We use this information only to bill you for the products or services you order at that time and for no other purpose. Annual subscriptions are payable on the purchase date of the Subscription and renew automatically each anniversary unless canceled in writing thirty days in advance of each anniversary date.

Any user questions or comments submitted to us may become available in the public sections of the Web Site, including a section entitled “Frequently Asked Questions,” immediately after such questions or comments are submitted to us. If we publicize any user questions, such questions will not contain facts that identify the user or the specific parties involved. We also reserve the right to use any user comments submitted to us for promotional purposes and by submitting such comments to us you agree that we may do so.

We may release any user information if required to comply with law; to enforce or to apply the Web Site Terms and Conditions; or under the good faith belief that disclosure is otherwise necessary or advisable including, without limitation, to protect the rights, properties, or safety of us or our users.

(2) Choice: We give you a choice as to the type and amount of private information we have, as follows:

(a) Volunteered Information: You can always choose not to provide certain information to us. If you choose not to provide personal information, you can still use many parts of the Web Site. However, you will not be able to purchase products and services and you will not be able to take advantage of many of our features. If you have previously provided certain information to us and you desire to remove such information from our databases, or if you do not wish for your information to be disclosed to third parties, you may [emailing the BMHCT] to remove such information.

(b) Automatic Information: Most web browsers automatically accept Cookies, but if you prefer, you can edit your browser options to block Cookies in the future. The “Help” portion of the toolbar on most browsers will explain how you can prevent your browser from accepting new Cookies, how to set the browser to inform you when you receive a new Cookie, or how to reject Cookies altogether.

(3) Access: We provide you with the ability to ensure that your personal information is correct and current. You may review and update your personal information by [emailing the BMHCT].. For security purposes, we require user verification via user’s user name and password to receive personal information.

(4) Security: We protect the security of your personal information. We take steps to protect your data from loss, misuse, alteration, destruction, or unauthorized access. We use sophisticated security technologies to secure users’ ordering information, user name, and password. We encrypt users’ ordering information, user name, and password (including users’ credit card account number) using Secure Socket Layer (“SSL”) technology. SSL is a proven coding system

that lets your browser automatically encrypt, or scramble, data before you send it to us. To support this technology, users must have an SSL-capable browser. SSL is one of the safest encryption technologies available. While we use such sophisticated security technology to secure users' ordering information, user name, and password, we cannot guarantee that any electronic commerce is totally secure.

Section 2.01 -- User Safeguards: You are responsible for maintaining the secrecy of your user name, password, and any account information. It is important for you to be responsible and protect your user name, password, and computer against unauthorized users. It is important to sign off when you have completed using a computer accessible by others.

Section 3.01 -- Children: We do not sell products for children. Users of the Web Site must be at least eighteen years old. If a child has provided us with personal information, that child's parent or guardian should [emailing the BMHCT] to delete such information from our records.

Section 4.01 -- Third Party Web Sites: Please be aware that the Web Site may have links to third party web sites that may collect personally identifiable information about you. When you click on one of these third party links, you are entering another web site for which we have no responsibility. This Notice does not cover the information practices or policies of such third party web sites. We encourage you to read the privacy statements of all such web sites since their privacy policies may be materially different from our Notice.

Section 5.01 -- Agreement and Modification: By using and accessing the Web Site you indicate that you have read and understand this Notice and you consent to the collection and use of information by us in the manner explained in this Notice. This Notice and the Web Site Terms and Conditions, including without limitation, provisions covering limitations on damages, arbitration of disputes, and the application of Texas law govern any dispute over privacy. By using and accessing the Web Site you agree to indemnify us for any and all third party claims resulting from your breach of this Notice or the Web Site Terms and Conditions. If you have any questions or concerns about your privacy at the Web Site, please [emailing the BMHCT]. If you do not accept this Notice, do not access and use the Web Site. We may revise this Notice at any time without notice by updating this Notice. Any modifications in the way we use personal information will be provided in future updates of this Notice so you are always aware of what information we collect, how we use it, and under what circumstances we disclose such information. Modifications will be effective immediately and will be available on the Web Site. You should visit this web page periodically to review the Notice. User accepts any such modifications to this Notice by continued use of the Web Site after such modifications are made.

Section 6.01 - Google Analytics: Please be aware that Google Analytics Demographics and Interest Reporting may be tracking visitor data on this website. Google Analytics may use cookies to collect this data, which is used to get a better general understanding of the type of individuals visiting the Web Site; to collect aggregated site-visitation statistics; and to improve marketing and customer service initiatives through the website. This information will not be sold to third parties, and the data collected to Google Analytics Demographics and Interest Reporting is not personally identifiable. If you'd like to opt-out of Google Analytics Demographics and Interest Reporting, [link].