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Certain areas of NMHC’s website are accessible only to registered users. To become a registered user, you must be an eligible member of a client of NMHC, which has hired NMHC to provide you with certain online services. In order to access the registered-user-only areas of NMHC, you will need the username and password provided to you by your employer. You acknowledge that the use of username and password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing NMHC in writing of any need to deactivate an username due to security concerns. NMHC is not liable for any harm related to the theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use NMHC’s website using your username or password. You shall immediately notify NMHC of any unauthorized use of your username or password and any breach of confidentiality. Until NMHC receives this notification from you, you will be held liable for any harm ensuing from the use of your username on NMHC.

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but not limited to, research, development, manufacture, use or sale of any products or services incorporating or relying on such information.

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You agree to indemnify and hold NMHC and its information providers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit to NMHC through the services provided on this website, your use of the website or the services, your connection to the website, your violation of these terms and conditions of use, or your violation of any rights of another user.

Contacts

If you have any questions or comments about NMHC, please contact NMHC or write to NMHC at:

NMHC

Attn: Legal Counsel

26 Harbor Park Drive

Port Washington, NY 11050

Personal Information

A user's personal information is treated in accordance with NMHC's Website Privacy Policy. Please see below.

Investor Relations

Certain information contained in the Investor Relations portion of NMHC may include forward-looking statements within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934 as amended by the Private Securities Litigation Reform Act of 1995. All forward-looking statements are inherently uncertain as they are based on expectations and assumptions concerning future events and they are subject to numerous known and unknown risks and uncertainties which could cause actual events or results to differ materially from those projected. The forward-looking statements contained in this site include the intent, belief or current expectations of NMHC and members of its senior management team with respect to NMHC as well as the assumptions upon which such statements are based. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance, and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements.

Client Services Applications

The client services web-based applications are exclusively provided to NMHC clients. Use of these applications is subject to the terms of agreements signed with NMHC.

Jurisdiction

NMHC's website is operated as a service to its clients and members in the United States of America and its territories and should be used only by residents of the United States of America. These terms and conditions will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. If any of these terms and conditions is determined to be void, unlawful, or unenforceable, the validity and enforceability of the remaining terms and conditions shall not thereby be affected or impaired.



WEBSITE PRIVACY POLICY FOR NMHC

This website is designed to make it easy and convenient for eligible plan members to order prescriptions and review information about prescription medications. To properly process these orders, there are times when NMHC will ask for or collect personal information from you. Because we handle thousands of prescription orders involving personal health information, we have made the privacy and security of that information a top priority.

As part of our commitment to honoring your privacy, we provide this policy to make you aware of the choices you have about the way your information is used. Additionally, this policy will explain the approach we take in protecting and using the information that we gather from you, based upon your stated preferences.

Some of the NMHC website is accessible only to registered users. To become a registered user, you must be an eligible member for certain of NMHC's online services. Your employer or NMHC will provide you with the information you need in order to complete the registration process. There are other areas at NMHC that are open to the general public, however these areas of the site may provide additional information or services for registered users.

We have provided this notice to describe the online information collection and use practices at NMHC. This document describes the choices you can make about the way your information is collected and used. This privacy policy applies **only** to the information collected on NMHC's website, and does not apply to any other information that NMHC collects about you on other NMHC owned, operated, or sponsored websites, or in other forums, including in e-mail correspondences or over the telephone.

In some circumstances, NMHC's use of your information will also be subject to the requirements of the Health Information Portability and Accountability Act (frequently referred to as "HIPAA"). For example, when you are submitting information for prescription refills we are subject to the requirements of HIPAA. In those circumstances, the terms of NMHC's mail order pharmacy, NMHC Mail's [Notice of Privacy Practices](#) will apply. If you have questions about which policy applies to information you have submitted, please do not hesitate to contact us.

From time to time, our internal processes may change, or we may offer new features at NMHC. If appropriate, we will revise this privacy policy. We encourage you to return to this area to read the most recent version of the privacy policy. The information we provide you on this website will be treated in accordance with the privacy policy in effect as of the date you provide information to us. If we alter our practices in a manner that will affect the treatment of information that you have already provided to us, we will send you a notice of our new practices. If you do not agree with the privacy practices described in this policy, you should not provide us with information.

Information Collection

NMHC collects personally identifiable information at its website from web visitors who are interested in receiving services it offers, such as prescription benefit, disease management and specialty pharmacy services, e-mail alerts, newsletters, and event notifications. NMHC also collects additional information from registered users, such as shipping address, billing address, credit card number and other information necessary to process your request. In order to provide you with online pharmacy services, NMHC receives certain personally identifiable information about registered users from the user's employer. If you have questions about the information your employer may have shared with us, please contact your employer's human resources department.

NMHC works with third-party providers to provide specific services offered on NMHC's website, and may collect personal information as part of the provision of those services.

A Note About Cookies and Passive Tracking Technologies: A cookie is a piece of data stored on your computer that allows NMHC to remember that it has previously communicated with your browser. NMHC uses both session ID cookies and persistent cookies. For the session ID cookie, once a user closes his or her browser, the cookie simply terminates. A persistent cookie is a small text file stored on your hard drive for an extended period of time. Once a persistent cookie is saved on a user's computer, only NMHC can read it and no other website. Persistent cookies can be removed by following Internet browser help file directions. Like most standard Website servers, NMHC uses log files to collect non-personally identifiable information. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, platform type, date/time stamp and number of clicks.

Information Use

Information you provide is used in order to respond to your request. For potential registered users, we will compare information you provide to the database of information provided by your employer in order to confirm your eligibility to become a registered user.

We may use the information to provide you with materials about NMHC or our products and services, including new content or services at NMHC. We may provide you with these materials by phone, mail, facsimile, or e-mail. We may also share your information with our subsidiaries, affiliates, or business partners. Occasionally, we may also share your information with a trusted third party in whose products or services we believe you may be interested.

We will disclose your personal information if, in good faith, we believe we are required by law to do so, including but not limited to disclosure to law enforcement or other government officials in connection with an investigation of fraud, intellectual property infringement, or other activity that is illegal or may expose us to legal liability. We may also disclose your information in the event of a merger, acquisition, reorganization, bankruptcy, or other similar event. If this occurs, your personally identifiable information may be transferred to our successor or assign, or may be sold as an asset of our company.

Passive tracking mechanisms such as cookies and log files are used by NMHC to analyze trends, administer the site, track users' movement and gather broad demographic information for aggregate use. Persistent cookies enable NMHC to track and target the aggregate interests of NMHC users to enhance the experience on the site.

Contacting NMHC and Options

At the time information is collected, you are provided with the ability to opt out of having NMHC email you information about NMHC or its products and services, to the extent that sending such materials are unrelated to the purpose for which you provided your information. Registered users who wish to alter the uses NMHC makes of their information may contact us to exercise your available options by writing to NMHC at:

NMHC, Attn: Legal Department, NMHC, 26 Harbor Park Drive, Port Washington, NY 11050

If your personal information changes (such as phone, e-mail address or postal address), registered users may update their profiles at the site. You may also update your information by contacting us at address listed above.

Security

NMHC takes reasonable technical and procedural precautions to protect the information provided by users of NMHC. When online registration and order forms require users to provide certain information, such as a credit card number, that information is collected on a "secure" page, and the information submitted is encrypted. To determine if you are on a secure page, look to see if a lock icon appears on the bottom of your website browser.

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