



TERMS AND CONDITIONS - INTERACTIVE VOICE RECOGNITION SYSTEM

The interactive voice recognition system (the "IVR System") of MARCH Vision Care, Incorporated ("MARCH Vision Care") allows authorized health care providers or their agents to access certain information through the telephone about a patient's vision care benefits under a health plan.

The use of and access to the IVR System is governed by these terms and conditions. Please read them carefully. MARCH Vision Care may amend these terms and conditions at any time, without notice to you. Each time you use the IVR System, you are confirming your agreement to the then current terms and conditions.

You are a provider or an agent of a provider or provider group seeking to treat a patient with a vision benefit plan administered by MARCH Vision Care, MARCH Vision Care Group, Incorporated, or another MARCH Vision Care affiliate. You have the authority to bind such provider or provider group. You have read, understood, and agreed to these terms and conditions.

IVR SYSTEM

You understand and agree that MARCH Vision Care reserves the right to modify, enhance, or supplement the IVR System, in its discretion, at any time, and without notice. You further understand and agree that any such changes automatically will constitute part of the IVR System and will, as a result, also be subject to these terms and conditions. You understand and agree that MARCH Vision Care reserves the right to suspend access to or discontinue the IVR System, in its discretion, at any time, and without notice, temporarily or permanently, in whole or in part. Neither MARCH Vision Care nor its affiliates are responsible or liable to you or any third party for any changes, suspension, or discontinuation.

PERSONAL IDENTIFICATION NUMBER ("PIN")

You will be issued a Personal Identification Number (your "PIN") that you will need to access the IVR System. All instructions transmitted or received by anyone using your PIN are deemed to be binding on you and the provider or provider group. You agree to safeguard your PIN and be responsible for all actions taken with your PIN.

If you believe someone without authority to act on your behalf may have obtained access to your PIN, you will contact MARCH Vision Care. You understand and agree that MARCH Vision Care will deny access to the IVR System to those presenting with a PIN you have reported as potentially compromised.

PRIVACY

You understand and agree access to the IVR System requires that you provide personal information during registration which will be used to authenticate you when using the IVR System and that information about your usage of the IVR system may be obtained. You further understand and agree to provide such information, which MARCH Vision Care may store, use, and disclose in order to identify you, when you use or have questions about the IVR System or request information or services from MARCH Vision Care, to send you information you may find useful, including about MARCH Vision Care products or services, to improve the IVR System or MARCH Vision Care's products or services, and to monitor compliance with these terms and conditions. You also understand and agree MARCH Vision Care may disclose the foregoing information to its affiliates, vendors, suppliers, and other third parties in connection with the delivery, improvement, development, or implementation of MARCH Vision Care products and services. You further understand and agree MARCH Vision Care may disclose such information if required to do so by law.

INFORMATION OBTAINED FROM IVR SYSTEM

You may access the IVR System to obtain information only regarding those MARCH Vision Care members for whom you are responsible to provide vision care services.

You understand and agree that the IVR System may be accessed only for purposes of verifying whether a person seeking services from you or your provider group is eligible for benefits under the person's applicable benefit plan and the benefits available under such plan, subject to and in accordance with any applicable agreements with MARCH Vision Care or its affiliates. You must use the information accessed only for those purposes and maintain the confidentiality of such information in accordance with HIPAA and applicable law.

Information obtained from the IVR System regarding patient eligibility and coverage does not guarantee that MARCH Vision Care will pay for any services rendered by you or your provider group, even if you receive a confirmation number through the IVR System. MARCH Vision Care will authorize payment to you for services rendered only after (1) you have properly submitted a claim for such services, (2) MARCH Vision Care has received and reviewed the claim, and (3) MARCH Vision Care has determined the claim to be payable in accordance with the applicable plan and any applicable agreements with MARCH Vision Care.

LIMITATION OF LIABILITY AND INDEMNITY

IN NO EVENT WILL MARCH VISION CARE, ITS AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, LICENSE HOLDERS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE IVR SYSTEM ("MARCH AFFILIATES") BE LIABLE IN ANY MANNER WHATSOEVER (A) FOR ANY DECISION MADE OR ACTION TAKE OR OMITTED BY YOU IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE IVR SYSTEM, (B) FOR LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, (C) FOR UNAUTHORIZED ACCESS TO YOUR INFORMATION, (D) FOR IVR SYSTEM AVAILABILITY, RELIABILITY, OR FUNCTIONALITY, (E) FOR INACCURACIES, ERRORS, OR OMISSIONS IN INFORMATION PROVIDED THROUGH THE IVR SYSTEM, (F) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF MARCH VISION CARE HAS BEEN ADVISED, OR SHOULD KNOW, OF THE POSSIBILITY OF SUCH DAMAGES, OR (G) FOR ANY LOST REVENUE OR PROFITS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MARCH VISION CARE AND THE MARCH AFFILIATES ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR THE IVR SYSTEM EXCEED \$20 IN THE AGGREGATE, WHETHER ARISING BY OPERATION OF LAW, UNDER CONTRACT, TORT, OR STRICT LIABILITY PRINCIPLES, OR OTHERWISE.

You also agree to indemnify and hold MARCH Vision Care and each of the MARCH Affiliates harmless from any violation of these terms and conditions or any activity related to your account by you or any other person accessing the IVR System using your PIN.

COPYRIGHT AND TRADEMARK PROTECTION

The name MARCH Vision Care, EYESYNERGY, and MARCH Vision Care's registered and common law logo(s), service mark(s), and trademark(s) may not be used (a) to imply affiliation, endorsement, or sponsorship by MARCH Vision Care or its affiliates, (b) cause confusion, mistake, or deception, (c) dilute MARCH Vision Care's trademarks or service marks, or (d) otherwise violate state or federal law. These terms and conditions are copyright, 2009, by MARCH Vision Care.

GOVERNING LAW

These terms and conditions are governed by the laws of the State of California, without regard to its conflict of law rules. SUBJECT TO ANY AGREEMENT FOR BINDING ARBITRATION, JURISDICTION AND VENUE FOR ANY CLAIM ARISING UNDER THESE TERMS AND CONDITIONS SHALL BE EXCLUSIVELY IN LOS ANGELES, CALIFORNIA. If any portion of these terms and conditions are found to be invalid, the balance shall continue in full force and effect.