

Privacy Statement for the DeltaDentalCoversMe.com Website

Wyssta Services (“Wyssta”) is operator of the www.DeltaDentalCoversMe.com website (the “Web Site”). Wyssta is committed to protecting the privacy of all individuals who utilize the Web Site and the services provided on such Web Site to facilitate the sale of Delta Dental-branded Individual and Family dental insurance plans (the “Services”). Please read the following statement to understand how we collect, use and safeguard the information you, as an individual consumer (as opposed to a provider, employer or others) may provide to us via the Services. This statement may be revised from time to time, so please revisit this page often to remain fully informed of our policies.

By using the Services, you acknowledge that you have read and understand the practices contained herein. By using any of our Services and/or voluntarily providing your personally identifiable information to us, you acknowledge that we collect and use your information as set forth in this Privacy Statement.

APPLICABILITY OF THIS PRIVACY STATEMENT

This Privacy Statement is subject to the terms of the Web Site [Terms of Use](#). This Privacy Statement applies only to information submitted and/or collected online through the Services, and does not apply to information that we may collect offline or other than through the Services (including through any other Delta Dental websites and social media channels). In addition, this Privacy Statement is applicable regardless of the device used to access the Services (e.g., personal computer, mobile device, consumer electronics device, or any other technology or software known today or developed in the future) and to all users of Services. However, certain terms of this Privacy Statement apply only to individuals whose coverage is underwritten or administered by certain Delta Dental Companies that have engaged Wyssta to administer individual and family dental insurance plans (such individuals are herein referred to as “Members”) and/or who register for the Services. “Delta Dental Company” means an independent company that is member of Delta Dental Plans Association. A complete list of the Delta Dental Companies that have engaged Wyssta is included at the end of this Privacy Statement.

This Privacy Statement does not apply to information about you collected by any third parties, including any of the Delta Dental Companies or by any other third party services, applications, or websites or advertisements associated with, linked to or otherwise accessible from the Services. The information collected or received by such third parties, including the Delta Dental Companies, is subject to their own privacy policies, statements, and practices and under no circumstances is Wyssta responsible or liable for any third party’s compliance therewith.

WHAT INFORMATION DOES DELTA DENTAL COLLECT FROM YOU?

We collect a variety of personal information from and about you through the Services, including both directly from you and automatically as a result of your use of and access to the Services.

You have choices about the information we collect. When you are asked to provide information, you may decline; but if you choose not to provide information that is necessary to provide a service or feature, you may not be able to use that service or feature. For example, in order to get a quote on the Website, you only need to provide zip code, date of birth and coverage start date for yourself and dependents that you want covered. If you want to purchase a plan on the Web Site, you need to provide us additional information: your name plus that of your dependents, your mailing and email address, plus credit card or bank information.

Information Collected Automatically – We use commonly-used automated information gathering tools on the Services. When you browse the Web Site, we collect information about your computer or mobile device and

the network you use to access the Services, as well as information about your use of the Services. This includes software and hardware attributes of the device, unique device ID information, regional and language settings, performance data about the Services, network provider, and IP address (a number assigned to your computer when you use the Internet). In addition, information may also be collected passively in the form of log files that record website activity. For example, log file entries are generated every time a user visits a particular page or clicks an image on our website, and collects information on how many "hits" a particular web page is getting (a.k.a. "visit and click data"), the dates and times that you use the Services, the pages you visit, the amount of time spent on specific pages, and other similar usage information, and general data (including the name of the web page from which you entered our Web Site). See also the section below captioned "Cookies and Web Tracking."

Account Registration –If you purchase a plan on Web Site, you will also become a registered user and we will retain information that you had provided to us or that we generated in the purchase process, i.e., name, Member ID, date of birth, mailing address and email address. The payment information you provide during the purchase process (your bank or credit card information, the latter in tokenized form) is also retained for ongoing billing purposes.

Find A Dentist – As a convenience, the Services permit you to search for participating dentists and oral health professionals ("Providers") in your geographic area. When you choose to search for Providers, you may be asked to provide basic information regarding your dental insurance and either access to your device's location information, your physical address, or your ZIP code in order to provide you with information regarding nearby Providers.

Personalized Quote – The Services permit you to receive a quote for dental insurance plans. To use this tool, you are asked to enter your ZIP code, date of birth (for yourself and for any dependents that you intend getting coverage for) and the coverage start date sought.

Contact Us – The Services also permit you to contact us via email or an online form. Please note that this messaging functionality provided by the Services is not a completely secure and confidential means of communication. It is possible that your email communication may be accessed or viewed by another internet user while in transit to us. If you wish to keep your communication private, do not use the email functionality. In such case, please contact us by phone using the number displayed on DeltaDentalCoversMe.com. Should you contact Wyssta via email, your email address and any other information you provide in such email will be collected and retained in accordance with this Privacy Statement. Such emails may not be secure and you may not want to include any personal information in such emails.

Cookies; Web and Web Usage Tracking - In order to personalize and enhance your experience on the Services, we may also automatically collect information through "cookies." Cookies are small strings of text that are sent by the Services to your browser and then stored by your browser on your computer's hard drive or other device. We also use cookies to help diagnose problems with our servers, to administer the Services, to gather information about the how the Services are used (including information gathered anonymously from users' clicks, taps, mouse movements, keystrokes and scrolling behavior), and to gather broad demographic information. See the information described below in the section captioned "How Is Your Information Used? – Sharing Information – Analytics." Where a code in the cookie file enables the Services to label you as a particular user, including identifying you by name or other personal information, such cookie files are encrypted in order to protect your information. Most web browsers automatically accept cookies, but it is possible to change your browser setup so that it does not accept cookies. However, rejecting cookies may prevent you from taking advantage of certain portions, functionality or features of the Services.

Do Not Track - We do not engage in the collection of personal information about your online activities over time and across third party websites or online services. Accordingly, we do not currently process or comply with any web browser's "do not track" (DNT) signal or other mechanisms that provide consumers with the ability to exercise choice regarding the collection of personal information about your online activities over time and across third party websites.

Finally, we may collect data that is not considered “personal information.” To the extent such data is stored or associated with personal information, it will be treated as personal information; otherwise, such data may be used or distributed at our discretion.

HOW IS YOUR INFORMATION USED?

Our Use of Information. We collect, retain, and use personal information with your consent; as required or permitted by law; for legitimate business purposes; to perform functions or activities on behalf of, or provide services to, the Delta Dental Companies and affiliates; and/or as necessary to complete any transaction or provide you with information or services you have requested or authorized. These uses include, without limitation: to provide you with information regarding Delta Dental, the Delta Dental Companies and affiliates and/or our products and services; to provide you information regarding dental health Providers in your geographic area; to provide the functionality of or obtainable through the Services; to respond to an inquiry from you or address a request submitted by you (including contacting you directly to request additional information to process your inquiry or request); to allow you to manage your benefits, including obtaining information regarding your benefits and/or claims submitted; for Delta Dental’s proper management and administration or to fulfill our legal responsibilities; to perform data aggregation services in order to provide analysis relevant to the health care operations of the Delta Dental Companies; to create de-identified data; to operate and improve our services (including benefits offerings and services provided by the Delta Dental Companies); to operate or improve the Services; to monitor visitor traffic patterns and usage of the Services in order to assess overall Services activity, track interest in particular portions of the Services, and troubleshoot technical concerns; to gather and analyze data for our internal studies so we can constantly improve the Services; to comply with applicable laws, regulations and rules, and requests of relevant law enforcement and/or other governmental agencies; to enforce our Terms of Use; and/or to protect the rights, property, or safety of Delta Dental, our users, and others.

Note that our use, sharing, and processing of individually identifiable health information is described below in the “Individually Identifiable Health Information” section.

Sharing Information. *We do not sell or rent your personal information to third parties for their marketing use.* However, some of the above uses involve sharing collected personal information with third parties, including service providers, business associates, affiliates, and the Delta Dental Companies. We share personal information with your consent; as required or permitted by law; for legitimate business purposes; as necessary to complete any transaction or provide you with information or services you have requested or authorized; to perform functions or activities on behalf of, or provide services to, the Delta Dental Companies; for our proper management and administration or to fulfill our legal responsibilities; to perform data aggregation services in order to provide analysis relevant to the health care operations of the Delta Dental Companies; and/or to create de-identified data; in each case as provided in this Privacy Statement. Examples include:

- Google Maps - We make use of Google Maps services for geolocation, map, autocomplete and driving direction functions. When you access this functionality from the Services, you do so through Google Maps services where certain information is collected directly by Google. Use of the Google Maps functionality is governed by Google’s own Privacy Policy located at <https://www.google.com/policies/privacy/>.
- Analytics – We use and share information with third party analytics service providers, such as Google Analytics, in order to provide us and/or third parties who work for or are affiliated with us (including the Delta Dental Companies) with information about the use of the Services and third party websites or applications, and to better understand how the Services are used. Such information will not include your name, address, or Member ID. We may use other analytics services providers from time to time, to enable us to continually improve the quality of services and user experience offered via DeltaDentalCoversMe.com or our call centers

Also, we may share in aggregate, statistical form, non-personal information regarding the visitors to the Web Site, traffic patterns, and Services usage with our partners, the Delta Dental Companies, affiliates or

advertisers. We may also share, on an identifiable basis, that you have used, and information regarding your usage of, certain features of the Services with the appropriate Delta Dental Company. In addition, we will disclose information we maintain, including personal information: (i) when permitted or required to do so by law, or may disclose such information in response to a request from a law enforcement agency or authority or any regulatory authority; (ii) to protect the integrity of the Services or the interests, rights, property, or safety of Wyssta and its affiliates, our users, the Delta Dental Companies and others; or (iii) to enforce our [Terms of Use](#).

RETENTION OF COLLECTED INFORMATION

We retain personal information collected through the Services for a reasonable period of time consistent with the purpose for the collection (e.g., to provide the services you request), or for other essential purposes including compliance with applicable laws, dispute resolution, and business operations. These retention periods can vary significantly depending on the type of information collected and the context.

MODIFICATIONS AND CORRECTIONS TO COLLECTED INFORMATION

We strive to maintain the accuracy of any personal information that may be collected from you, and will use our commercially reasonable efforts to respond promptly to update our database when you tell us the information in our database is not accurate. It is your responsibility to ensure that such information is accurate, complete and up-to-date. You may obtain from us, by email, the information in our records, although we may request certain reasonable additional information to help us authenticate such requests.

If you wish to make any changes to personal information you have provided to us through the Services, you may do so at any time by contacting the applicable Delta Dental Company that underwrites or administers your dental benefits coverage. Certain personal information may also be changed by logging into your account via the Services and updating such information.

COMMUNICATIONS OPT OUT

You may opt out of receiving materials or other communications from us by following the opt-out link or other unsubscribe instructions provided in any email received, or by contacting us as provided at the end of this Privacy Statement. You may also be able to customize the communications you receive from us through preferences in your user account if you have registered for such an account, such as by activating or deactivating push notifications through your mobile device's settings. If you do business with us, you may not opt out of automated notifications based on business transactions (e.g., e-commerce).

CHILDREN

In compliance with the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-06 and 16 C.F.R. §§ 312.1-312.12, we do not permit children under 13 years of age to become registered users of the Services, and we do not knowingly collect information from children. By using the Services, you represent that you are 13 years of age or older.

THIRD PARTY WEBSITES

Wyssta may reference or provide links to third party websites and services, including those of the Delta Dental Companies or Delta Dental Plans Association, and we are not responsible for and do not control the content, security, or privacy practices employed by such third-party services. This Privacy Statement does not apply to any such third-party services; please refer to the privacy statements or policies for such third-party services for information about how they collect, use, and process personal information.

PROTECTING YOUR PERSONAL INFORMATION

Because security is important to both Wyssta and you, we employ reasonable safeguards designed to promote the security of our systems and protect your personal information from unauthorized destruction, use, modification, or disclosure. Personal information is protected using various physical, administrative and/or technical safeguards in transit and at rest.

However, it is important to note that no method of safeguarding information is 100% secure. While we try to ensure the protection of your personal information, we cannot guarantee that our safeguards will be effective or sufficient. In addition, you should be aware that Internet data transmission is not always secure and we cannot warrant that information you transmit utilizing the Services is secure. The email functionality provided by the Services is not a completely secure and confidential means of communication. It is possible that your email communication may be accessed or viewed by another internet user while in transit to us. If you wish to keep your communication private, do not use such email functionality. In such case, please contact the applicable Delta Dental Company by phone.

BUSINESS TRANSFER

Wyssta may, in the future, sell or otherwise transfer some or all of its assets to a third party. Your personal information we obtain from you via the Services may be disclosed to any potential or actual third party purchasers of such assets and/or may be among those assets transferred.

INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

Wyssta considers your individually identifiable health information to be private and confidential. Except as otherwise permitted or required by law, Wyssta collects, uses, and discloses your individually identifiable health information consistent with the terms of applicable HIPAA business associate agreements with the Delta Dental Companies. Applicable HIPAA business associate agreements generally permit Wyssta to use and disclose your individually identifiable health information (1) to perform functions or activities on behalf of, or provide services to, the Delta Dental Companies, in connection with their role in underwriting dental benefit coverage and administering dental benefit programs and claims, or as otherwise permitted or required by law including HIPAA; (2) for Wyssta's proper management and administration or to fulfill its legal responsibilities; (3) to perform data aggregation services in order to provide analysis relevant to the health care operations of the Delta Dental Companies; or (4) to create de-identified data. Where your dental coverage benefits are underwritten or administered by a Delta Dental Company, Wyssta collects, uses, and discloses your individually identifiable health information consistent with the HIPAA Notice of Privacy Practices pertaining to your dental plan. Your Delta Dental Company can be found by using the "Find your Delta Dental" tool at the end of this Privacy Statement.

YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us a list of what personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, we currently do not share any personal information with third parties for their direct marketing purposes.

EFFECTIVENESS AND CHANGES TO OUR PRIVACY STATEMENT

This Privacy Statement is effective as of September 24, 2018. We reserve the right, at any time, to modify, alter, or update this statement, and any such modifications, alterations, or updates will be effective upon posting. In the event we modify this Privacy Statement, your continued use of the Services will signify your acceptance of the modified Privacy Statement.

DELTA DENTAL COMPANIES SERVICED ON DELTADENTALCOVERSME.COM

Delta Dental of Washington, Delta Dental of Colorado, Delta Dental of Arizona, Delta Dental of Wisconsin, Delta Dental of New Jersey, Delta Dental of Connecticut, Delta Dental of Virginia, North East Delta Dental (comprising of Delta Dental of New Hampshire, Vermont and Maine)

QUESTIONS?

Questions regarding this Privacy Statement should be directed to CustomerSupport@DeltaDentalCoversMe.com. Wyssta may also be contacted at the following address and phone number:

Wyssta Services

2801 Hoover Road, Stevens Point, WI 54481 / Phone: (715) 344-6087

DeltaDentalCoversMe.Com Web Site Terms of Use for Consumers

Wyssta Corporation (“Wyssta”) is the owner and operator the www.DeltaDentalCoversMe.com website (the “Web Site”). The use of the Website, and the services provided on such Website to facilitate the sale of Delta Dental branded individual and family dental insurance plans (the “Services”) are subject to the terms and conditions stated herein (“**Terms of Use**”). By your use of the Services you agree to the Terms of Use. Your breach of these Terms of Use may jeopardize your continued use of the Services.

The services should **not** be used in any urgent or emergency situations. If you think you may have a medical emergency or may need urgent medical attention, call your doctor or 911 immediately.

LICENSE AND RESTRICTIONS

You are hereby granted a personal, non-exclusive, revocable, non-transferrable license to use the Services and view the content, materials, and information available on the Services for your personal and non-commercial purposes. In connection with this license, you may download one copy of the materials on the Services; provided that you do not modify or alter the materials in any way, nor delete or change any copyright or trademark notice. Neither title nor intellectual property rights are transferred to you, but remain with Wyssta (or its licensors), who is (are) the exclusive owner(s) of all rights, title and interest therein. Except as otherwise expressly provided, all rights are reserved to Wyssta.

You will not copy, reproduce, modify, use, republish, upload, post, transmit, sell, resell, license, otherwise distribute or commercially exploit in any way, decompile, reverse engineer, disassemble, otherwise attempt to derive source code from, or modify or create derivative works based on, the Services or any software or materials obtained from or through the Services. You may not rent, lease, lend, redistribute, sublicense or transfer the Services. You acknowledge that the terms of this Section are reasonable and necessary and you agree that actual or threatened breach by you of said terms will entitle Wyssta to immediate injunctive and other equitable relief without bond and without the necessity of showing actual monetary damages. Wyssta reserves the right to terminate your access to the Services for any violation of these Terms of Use in Wyssta’s sole discretion.

You will not use the Services for any unlawful or abusive purposes, including but not limited to the violation of any Wyssta or third-party intellectual property rights, and the posting or distribution of any “harmful” or “malicious” code or programming devices (e.g., viruses, corrupted files, key locks, back doors, trap doors, timers or other disabling devices) or any other similar software or programs that may adversely affect the operation of the Services or any other software or hardware.

You certify that you are either 18 years old or older, or, if you are between the ages of 13 and 17, you have obtained the consent of your parents or legal guardian, and are able and competent to give Wyssta rights as detailed in these Terms of Use, and to comply with these Terms of Use. The Services are not intended for children under the age of 13, and children under the age of 13 are not permitted to use the Services.

In addition, certain functionality on or linked to the Services may be governed by other terms, including but not limited to map, driving directions, autocomplete and geolocation functions provided by [Google](#).

Finally, do **not** use the services while operating a motorized vehicle or walking. Such use may distract you, may create a hazard for your or others and is illegal in many areas.

YOUR ACCOUNT ID AND PASSWORD

You are responsible for maintaining the confidentiality of your account ID and password and for restricting access to your computer or other device. You are responsible for all activities that occur as a result of the use

of your account ID or password, whether or not such activity is authorized by you. This includes, without limitation, maintaining the confidentiality of all data accessed thereby. In addition, you must immediately notify Wyssta at the address provided below in the event you discover or suspect any unauthorized use of your account ID or password.

You agree not to access or attempt to access any password-protected portions of the Services without an authorized account ID and password or through any means other than by utilizing your authorized account ID or password on the appropriate web page or web tools. Wyssta reserves the right to refuse service, terminate accounts, and/or prohibit access to the Services, in whole or in part, for any or no reason, at any time in its sole discretion, without notice to you.

WYSSTA DOES NOT PROVIDE MEDICAL ADVICE

Wyssta does not offer dental or other medical advice. The content, information and materials provided by Wyssta through the Services cannot, and is not intended to, replace the relationship that you have with your health care providers; are for general informational purposes only; and shall not be construed, directly or indirectly, as the practice of medicine or dentistry or the dispensing of any medical or dental advice. You should always talk to your health care providers for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for you. Further, any such content or information is not intended to be instructional for medical or dental diagnosis or treatment or to cover, as applicable, all possible uses, directions, precautions, drug interactions, or adverse effects, and none of the information on the Services represents or warrants that any particular drug or treatment is safe, appropriate or effective for you. Health information changes quickly. Therefore, it is always best to confirm information with your health care providers.

Please consult your doctor, dentist, or other qualified health provider if you have any questions about a medical or dental condition, or before taking any drug, changing your diet, or starting or stopping any course of treatment. You should not disregard medical or dental advice or delay seeking medical or dental advice as a result of any such information or content or any information that does not come directly from your healthcare provider.

HEALTHCARE PROVIDERS SEARCH FUNCTION

The Services permit you to conduct searches of various healthcare providers by location, specialty, participation status and other parameters. The list of, and basic information regarding, such healthcare providers are obtained from such providers through the Delta Dental member companies (i.e. independent companies that are members of the Delta Dental Plans Association, herein the “**Delta Dental Companies**”), and such information is not independently substantiated by Wyssta. Inclusion of healthcare providers in the Services’ database or providing a profile page or other contact information for a healthcare provider on the Services is not intended to imply recommendation or endorsement, nor does omission imply disapproval.

All information on a healthcare provider’s profile page is the sole and exclusive responsibility of the individual provider. You should confirm with each healthcare provider his or her credentials, participation status, qualifications, and abilities. Wyssta does not review, verify, endorse, or agree with any such information, and your reliance on such information is at your own risk. **In addition, you acknowledge that Wyssta does not screen, evaluate, perform background checks on, confirm qualifications of, recommend, or endorse any healthcare provider. It is your responsibility to research a provider and determine his or her qualifications.**

PROPRIETARY MATERIALS

The information contained in the Services has been compiled by Wyssta from internal and external sources prepared for the purpose of providing information about Wyssta, its affiliates, the Delta Dental Companies, and its and their products and services to customers and other permitted users. Wyssta reserves the right to make changes to the information, data, and materials provided on the Services at any time without notice.

DELTA DENTAL, the DELTA DENTAL logo and other trademarks, service marks, trade names, logos, and other identifiers used in or in connection with the Services are licensed to Wyssta and are the proprietary service marks or trademarks of Delta Dental Plans Association, the Delta Dental Companies, affiliates, or third parties and are protected in the United States and internationally. No use of any of these marks or identifiers may be made without the prior, written authorization of Delta Dental. All other trademarks and service marks not owned by Wyssta that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Wyssta.

All content contained on the Website, including but not limited to all works of authorship, design, text, images and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all such content, are owned, except as otherwise expressly stated herein, by Wyssta or its licensors. The entire contents of the Services are protected by United States and worldwide copyright and intellectual property laws and treaty provisions.

Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of Wyssta, the Delta Dental Plans Association, the Delta Dental Companies, affiliates, or any other person. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Services in any way without the prior express written permission of Wyssta or the respective owner thereof.

DISCLAIMERS

The services, the software used or contained therein, and all information, data, products and materials contained, described or referenced therein (collectively, "Materials") are provided to your on an "as is" and "as available" basis, without representations or warranties of any kind, express or implied, including without limitation (1) any implied warranty of merchantability, fitness for a particular purpose, noninfringement, or title; (2) any warranty regarding the availability, accuracy, reliability, operation, use, or performance of the services; (3) any warranty that defects will be corrected or that the services or the server(s) and connections that make them available will be uninterrupted, secure, or free of errors, viruses or other harmful components; and (4) any implied warranties arise from course of dealing or course of performance.

In addition, Wyssta cannot and does not represent, guarantee or warrant that the materials accessible on or via the services are accurate, correct, complete, reliable, or current, and Wyssta is not responsible for any errors or omissions therein, or any consequences resulting from your reliance on such information.

Wyssta will use reasonable commercial efforts to keep the services available for access, subject to scheduled downtime for maintenance purposes, unscheduled maintenance and system outages. There are no assurances that the services will be accessible or available at all times for that access will be uninterrupted.

LIMITATIONS OF LIABILITY

To the extent permitted by applicable law, neither Wyssta, the Delta Dental Companies, affiliates, nor any of its or their third party providers or licensors will be liable to you or any third part for any direct, indirect, special, incidental, exemplary, punitive, and consequential damages, even if Wyssta has been previously advised of this possibility of such damages, whether in action under contract, negligence or any other theory, arise out of or in connection with these Terms of Use or the use, inability to use, or performance of the Services, or any materials available on or via the Services, nor Wyssta, the Delta Dental Companies, affiliates, or any of its or their Third Party Providers, be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond their reasonable control, including but not limited to acts of God, communications line failure, theft, destruction, or unauthorized access to our records, programs or services. **Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; as a result, the above limitation or exclusion may not apply to you. If the**

forgoing provisions of this limitation of liability section are deemed, in whole or in part, to be unenforceable under applicable law, then to the extent permitted by applicable law, in no event shall the total liability of Wyssta, the Delta Dental Companies, affiliates, or any of its or their third part providers or licensors, in the aggregate, to you for any and all damages relating to or arising from these terms of use or the user, inability to use, or performance of the Services, or any materials available on or via the Services exceed the amount of fifty dollars (\$50.00).

INDEMNIFICATION

To the extent permitted by applicable law, you agree to indemnify and hold Wyssta, the Delta Dental Companies, or its affiliates harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs, including any incurred in enforcement of this indemnification provision) arising from or in connection with (i) your use of the Services, or any content, information, materials or services contained, displayed or available therein; (ii) your violation of these Terms of Use; (iii) any Submission (as defined below) provided by you to Wyssta; or (iv) your violation of any rights of any third party.

THIRD PARTY LINKS

The Services may provide links or references to third party websites, mobile applications, services, or materials which are not provided, related to, or maintained by Wyssta. Wyssta has no responsibility for the content therein, regardless of whether the link is provided by Wyssta or a third party, and shall not be liable for any damages or injury arising from your access to or use of that content. The display of any link shall not and does not constitute or imply endorsement by Wyssta, the Delta Dental Companies, or its affiliates of the linked site or any content therein. No judgment or warranty is made with respect to the accuracy, timeliness, or suitability of the content of any website to which the Services may link, including information on such other website regarding Wyssta, the Delta Dental Companies, or its affiliates.

You may include a link to the Website on one or more other websites operated by you; provided such sites link to the home page (www.DeltaDentalCoversMe.com) only. Linking to other content within the Website is prohibited without Wyssta's prior express written consent. This limited license expressly prohibits the framing of content in any way or any other activity that may create a misimpression or confusion among users with respect to sponsorship or affiliation.

Finally, certain functionality on or linked to the Services is provided by third parties and is subject to separate terms of use, terms and conditions, or privacy policies and practices. We recommend that you review any Terms of Use and, as applicable, Privacy Statements or Privacy Policies associated with such functionality prior to use.

YOUR PRIVACY

Wyssta recognizes that you have an interest in how we collect, retain and use information about you. To understand how we collect, use and safeguard the information you may provide to us via the Services, including individually identifiable health information, please review the DeltaDentalCoversMe.com [Privacy Statement](#).

SUBMISSIONS

While Wyssta appreciates your comments and is happy to answer your questions about our services and our company, we generally do not accept ideas, know-how, inventions or suggestions for products and services ("**Submissions**"). This is for your protection and for ours, and to avoid misunderstanding about the origin of Submissions between you and Wyssta.

Please note that any Submissions, remarks, graphics, or other information provided by you by any means, including through the Services, email, a "Contact Us" form, or otherwise, is and will be non-confidential and

non-proprietary, except that any personal information or individually identifiable health information included in any such Submissions will be held and used in accordance with our [Privacy Statement](#).

ENFORCEMENT OF TERMS AND CONDITIONS

These Terms of Use are governed and interpreted pursuant to the laws of the State of Wisconsin, United States of America, notwithstanding any principles of conflicts of law. Wyssta makes no representation that Materials provided through the Services are applicable or appropriate for use in all locations. If you use the Services from other locations you are responsible for compliance with applicable local laws.

If you take legal action relating to these Terms of Use or your interactions with or relationship to Wyssta, you agree to file such action only in the state and federal courts located in Wisconsin. If any part of these Terms of Use is found to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions.

You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. The failure of Wyssta to exercise or enforce any right or provision set forth herein shall not constitute a waiver of such right or provision. These Terms of Use set forth the entire understanding between you and Wyssta with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and Wyssta with respect to such subject matter.

AMENDMENTS AND MODIFICATIONS

Wyssta reserves the right to modify or discontinue the some or all of the Services, or any content or materials contained or accessible thereon, at any time without prior notice. Wyssta shall in no way be held liable for any consequence which results from Wyssta's decision to modify or discontinue providing the Services or any content or functionality thereof. In addition, Wyssta reserves the right, at any time and without notice, to add to, change, update, or modify these Terms of Use simply by posting such addition, change, update, or modification on the Services. Any such change, update, or modification will be effective immediately upon posting on the Services. We suggest that you check these Terms of Use periodically for changes.

MISCELLANEOUS

You guarantee that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Wyssta expressly reserves the right to monitor any and all use of the Services.

COMMUNICATING BY EMAIL

Sending an email to Wyssta (via CustomerSupport@DeltaDentalCoversMe.com) is not a completely secure and confidential means of communication. It is possible that your email communication may be accessed or viewed by another internet user while in transit to Wyssta or a Delta Dental Company. If you wish to keep your communication private do not use the email functionality. In such case, please Wyssta by phone at the number listed on DeltaDentalCoversMe.com website.

CONTACT INFORMATION

Questions regarding these Terms of Use should be directed to CustomerSupport@DeltaDentalCoversMe.com. Wyssta may also be contacted directly at the following address and phone number:

Wyssta Services

2801 Hoover Road, Stevens Point, WI 54481 / Phone: (715) 344-6087