Website and web portal terms and conditions

Terms of use

IT IS VERY IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

By accessing, browsing and/or using this secure web portal website, you accept and agree to be bound by this agreement, the Disclaimer, and the Web Privacy Policy (collectively, the "Terms and Conditions"). If you do not agree to all of these Terms and Conditions, you may not access or use this website. Fallon Health and its subsidiaries and affiliates may revise and update the Terms and Conditions from time to time without notice. Your continued use of this website means you accept those changes.

Fallon Health also has the right to make changes to the products, benefits and features described within this website.

Disclaimer

IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 TO GET PROMPT MEDICAL ATTENTION. The information on this website is not to be construed as medical advice or recommendations or as a substitute for professional medical advice. You should consult with a physician or other health care professional for any health care concerns including without limitation before you take any prescription or over-the-counter drugs. The information provided on this website does not replace the relationship that exists between patients and their physicians or other healthcare professionals. Never disregard your physician's or other health care provider's advice or delay seeking their advice as a result of anything you have read on this website. All materials and information contained herein is provided "as is" and is for educational purposes only. Reliance on any information provided on this website or otherwise from Fallon Health is solely at your own risk. Fallon Health periodically changes and updates the information on this website. Some information on this website may be out of date at any given time.

Fallon Health does not endorse or guarantee references or sites listed, and no favorable or unfavorable inference should be drawn from our listing or failure to list any resource here. You should direct any questions concerning personal health care to licensed physicians or other appropriate health care professionals.

Please do not send us any medical questions, requests for service, or clinical concerns regarding care or treatment via email. This website is not intended for that purpose and we do not provide this type of information via email.

For all inquiries, please be aware that we cannot guarantee the confidentiality or security of email. Please do not send any information that you would consider confidential to any of the email addresses on this website, or through the contact forms that may be provided. By providing your email address, you acknowledge this fact and authorize us to respond to you using email.

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2. ANY DEFECTS WILL BE CORRECTED; OR

3. THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR WILL NOT BE ACCESSED BY UNAUTHORIZED USERS OR HACKERS ATTEMPTING TO OBTAIN ACCESS TO THIS WEBSITE OR INFORMATION TRANSMITTED TO OR FROM FALLON HEALTH 'S WEBSITES.

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If you are a member of Fallon Health and require immediate assistance for a non-medical question or problem, call Fallon Health Customer Service at 1-800-868-5200 (TRS 711), Monday, Tuesday, Thursday, and Friday from 8 a.m. to 6 p.m. and Wednesday from 10 a.m. to 6 p.m.

Website security, confidentiality, and registration

Fallon Health has implemented technical industry standard practices in order to provide security for our users’ online transactions. At Fallon Health, security is a priority, and we have taken the appropriate measures to ensure the confidentiality, integrity, and availability of personal information about our members, providers, employers, brokers, or anyone else that uses our secure web portal.

Fallon Health also protects transmission of secure personal health information between a user’s browser and a Fallon Health secure web portal and all information on a Fallon Health secure web portal is also protected against unofficial access using appropriate industry standard security practices. For security information, please read below, and the Fallon Health Web Privacy Policy.

All users of a Fallon Health secure web portal shall create a user ID and password, where required, to further protect privacy. It is very important not to share or give your user ID or password with anyone. You are responsible for maintaining the security of your password and use by any person(s) who may have access to your account.

All information stored within the Fallon Health secure web portal is kept in a secure server, with the protection of a firewall. All users of a Fallon Health secure web portal are required to have a browser that supports 128-bit encryption, which is needed to scramble transmitted information assisted by encryption technology. Once you have entered the secure member portal, you can confirm the page you are viewing is secure by the padlock symbol located on the bottom-right of your web browser.

The information you provide us within a Fallon Health secure web portal is only used to complete any requests you make through the portal. All data received through a Fallon Health secure member portal is confidential and is available only to authorized Fallon Health employees and agents who have a need to know for purposes of providing products or services to you. All employees of Fallon Health are required to complete privacy training and also sign confidentiality agreements to ensure that any private information they have receive during their work is treated with the highest confidentiality and respect. Except as set forth herein, Fallon Health will not disclose any identifiable data to third parties without your consent, unless otherwise required by law. Fallon Health defines identifiable data as the first and last name, mailing address, email address(s) and telephone numbers. Members can give others permission to access such information by filling out a legal document.

LIMITATION OF LIABILITY

IN NO EVENT SHALL Fallon Health, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES WHATSOEVER RELATING TO, ARISING OUT OF OR RESULTING FROM ACCESS TO, THE USE OR LOSS/INABILITY OF USE OF THIS SECURE PORTAL WEBSITE OR ANY OTHER WEBSITE LINKED TO THIS WEBSITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENT OR CONDUCT OF ANY THIRD PARTY, ANY INFORMATION CONTAINED ON ANY FALLON HEALTH WEBSITES, ANY INFORMATION, DATA OR OTHER MATERIAL TRANSMITTED THROUGH OR RESIDING ON ANY FALLON HEALTH WEBSITES, ERRORS OR OMISSIONS IN THE CONTENT HEREOF, OR ANY OTHER MATTER RELATING TO YOUR USE OF OR ACCESS TO FALLON HEALTH ’S WEBSITES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, DATA OR PROFITS, LITIGATION AND THE LIKE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATE STATUES MAY APPLY REGARDING LIMITATION OF LIABILITY.

YOU HEREBY RELEASE AND FOREVER WAIVE AND DISCHARGE ANY AND ALL CLAIMS AND LIABILITIES YOU MAY HAVE AGAINST FALLON HEALTH FROM ANY AND ALL MATTERS RELATING TO YOUR USE OF ANY FALLON HEALTH WEBSITE.

Indemnification

You shall defend, hold harmless and indemnify Fallon Health and its officers, agents, co-branders or other partners and employees against any and all claims, liability, damages or judgments, including, but not limited to, reasonable attorneys' fees, that arise out of any designated individual's and/or your use of Fallon Health websites, breach of the terms of this agreement, violation of any rights of another or violation of any applicable state or federal law.

Communications with Fallon Health

Fallon Health will not respond to any specific requests made about your own personal medical or health questions or concerns. Fallon Health recommends that all personal medical or health questions or concerns are made to your primary care provider. If you require an immediate response to non-medical questions or problems related to your health care coverage, please call Fallon Health Customer Service at 1-800-868-5200 (TRS 711), Monday, Tuesday, Thursday, and Friday from 8 a.m. to 6 p.m. and Wednesday from 10 a.m. to 6 p.m. Email that is sent to Fallon Health may not be encrypted and may be accessed and viewed by other internet users without your knowledge when it is electronically transmitted to Fallon Health. Fallon Health offers members the opportunity to reach a Customer Service Representative who is available to discuss personal information related specifically to a member’s health care. The Customer Service representative will share your comments, concerns, and questions with those Fallon Health employees who are most apt to handle such requests.

SMS (texting)Terms and Conditions

By opting into texts messages (also known as SMS messages) from Fallon Health, you agree to these SMS Terms and Conditions. Fallon Health ("we," "our," "us") provides SMS services, including multifactor authentication (MFA) messages, to allow you to access data in our web portal, subject to the following Terms and Conditions. Fallon Health will only disclose your SMS related information as required and allowed by applicable law, and in no instances will Fallon Health sell your SMS texting information. Please note that messages sent via SMS texting will not be encrypted, which means they could be intercepted by others.

1. Opt-in
   By providing your mobile number, you consent to receive SMS messages from us. Message frequency may vary based on your interactions with us.

2. Opt-out
   You can opt out of our SMS program at any time by replying "STOP" to any of our messages. After opting out, you will no longer receive SMS messages from us. However, if you opt out of SMS messaging, you will not be able to access the portal because multifactor authentication is a required step for login.

3. Message and data rates
   Message and data rates may apply. Please check with your mobile carrier for details on your plan.

4. User conduct
   You agree not to use our SMS service for any unlawful or abusive purpose. You must not interfere with the operation of our SMS service.

5. Disclaimer of warranties
   Our SMS service is provided "as is" and "as available" without any warranties of any kind, either express or implied.

6. Limitation of liability
   To the fullest extent permitted by law, we are not liable for any damages arising from your use of our SMS service.

7. Changes to terms We may update these SMS Terms and Conditions from time to time.

8. For assistance, text HELP or visit our Privacy Policy.

If you have any questions or concerns about these SMS Terms and Conditions, please contact Fallon Health Customer Service at 1-800-868-5200 (TRS 711), Monday, Tuesday, Thursday, and Friday from 8 a.m. to 6 p.m. and Wednesday from 10 a.m. to 6 p.m., or write to cs@fallonhealth.org. Our address is Fallon Health, 1 Mercantile St., Ste. 400, Worcester, MA 01608.

Terms and conditions, restrictions, and revisions

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principles of conflicts of law. You hereby submit to the jurisdiction of, and venue in, the federal and state courts of the Commonwealth of Massachusetts with respect to any dispute arising hereunder.

Waiver and Severability

The failure of Fallon Health to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. To the extent that any provision of these Terms and Conditions is deemed unlawful, void, or unenforceable, that provision will be modified in such a manner so as to make these Terms and Conditions as modified, legal and enforceable under the applicable laws and the balance of the provisions of these Terms and Condition will not be affected thereby.

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You may not, without obtaining Fallon Health 's written permission, republish, redistribute or otherwise make any copies of the content on this site as part of the link, including by framing or similar means, or otherwise. You shall not use Fallon Health's name, trademark, symbol or service mark without prior written approval of Fallon Health.

Minors

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You shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Fallon Health 's websites or Software. You shall not modify the Fallon Health's websites or the Software in any manner or form, or use modified versions of the Software. You shall not access the Fallon Health's websites by any means other than through the interface that is provided by Fallon Health.

In the event of any breach of the terms of this provision by you and/or any individual designated by you, you acknowledge and agree that Fallon Health would suffer irreparable harm and shall therefore be entitled to seek relief, including, but not limited to, injunctive relief. The terms of this provision shall survive termination of this agreement.

Questions?

If you have questions about the Web Privacy Policy and/or practices about this website, or for any questions related to health care coverage, your benefits, or about Fallon Health in general, call 1-800-868-5200 (TRS 711), Monday, Tuesday, Thursday, and Friday from 8 a.m. to 6 p.m. and Wednesday from 10 a.m. to 6 p.m.

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