



# HEALTH PLAN PARTNERS

**YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE HEALTH PLAN PARTNERS SERVICES. BY CREATING AN ACCOUNT AND USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT LOG ON OR USE THE HEALTH PLAN PARTNERS APPLICATION.**

By continuing to use the Services, You agree as follows:

- Any information that We collect through Your use of the Services is subject to the Health Plan Partners [Privacy Policy](#), which is part of these Terms of Use;
- You are at least 18 years old or have been legally emancipated;
- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- If You create a profile for a third party for whom you are not the parent or legal guardian, You represent and warrant that you have permission from such person to input and share their Personal Data within the App and with other third parties.
- You will use the Services in a manner consistent with applicable laws and regulations and these Terms of Use, as they may be amended by Health Plan Partners from time to time; and
- You understand, accept, and have received these Terms, and acknowledge and demonstrate that You can access these Terms at will [HERE](#).

**IF YOU DO NOT AGREE WITH AND ACCEPT THESE TERMS, DO NOT LOG INTO THE APP AND IMMEDIATELY DELETE ALL FILES, IF ANY, ASSOCIATED WITH THE ACCOMPANYING SERVICES AND MATERIALS FROM YOUR COMPUTER OR MOBILE DEVICE.**

**ARBITRATION NOTICE:** EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND HEALTH PLAN PARTNERS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BY CONTINUING TO USE THE APPLICATION, AND UNLESS YOU OPT-OUT, YOU WAIVE YOUR RIGHT TO PARTICIPATE

IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT-OUT OF THE ARBITRATION AGREEMENT BY CONTACTING [INFO@HEALTHPLANPARTNERS.ORG](mailto:INFO@HEALTHPLANPARTNERS.ORG) WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

## TERMS OF USE

VERSION VALID AS OF March 1, 2023

Thank You for choosing Health Plan Partners to help You manage You and/or someone else's health! Please note, **these Terms of Use (the "Terms") constitute a binding agreement between You ("You" or "Your") and Health Plan Partners ("Health Plan Partners", "We", "Us", "Our")**. These Terms govern Your use of the Health Plan Partners website, located at [info@healthplanpartners.org](mailto:info@healthplanpartners.org) (the "Website"), and/or the Health Plan Partners application (the "Application" or "App") and the services available through the Website and App (collectively, the "Services"). By using or continuing to use the Services, You indicate that You have read, understand, and agree to these Terms and the Health Plan Partners [Privacy Policy](#). All capitalized terms not defined in these Terms are defined in the Privacy Policy.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE SERVICES.

## WHAT IS HEALTH PLAN PARTNERS?

### Section 1

The Health Plan Partners Services allow You to track and manage Your and/or someone else's health by creating individual, personal health profiles where You can upload and store health data, forms, and prescriptions, coordinate with caregivers, family members, and treatment providers, and set reminders for appointments and medications. You may access and use the Services only in accordance with these Terms, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as the Health Plan Partners [Privacy Policy](#).

#### **We are NOT a medical record**

We do not share the information you share with us with your healthcare provider and your healthcare provider does not share information with us. **The information you share with us should not be used to make medical decisions or shared with a healthcare provider for treatment purposes.**

#### **We do NOT provide medical advice**

Health Plan Partners provides the Services only to help You track and manage the information You share with us. THE SERVICES DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. Health Plan Partners is not a medical professional service, and Health Plan Partners does not provide medical services or render medical advice. If You require medical advice or services, You should consult a medical professional.

We may provide You with links to third parties that may provide You with medical advice (See Privacy Policy for details), but Your use of those third parties is not governed by these Terms or the Health Plan Partners Privacy Policy. Such links are provided for informational purposes and only and do not constitute an endorsement of the third parties we link to. Health Plan Partners does not evaluate or warrant the accuracy or quality of third-party services provided to You, and You are responsible for confirming the qualifications of any third-party service provider You use.

If at any time You are concerned about Your care or treatment, or You believe that You or someone else has a serious or life-threatening condition, **call 9-1-1 immediately** in areas where that service is available, or go to the nearest open clinic or emergency room.

## WHO IS ELIGIBLE TO USE THE SERVICES?

### Section 2

By registering for an account and using the Services, **You represent and warrant:**

1. That You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law;
2. Your registration data is true, accurate, current, and complete;
3. You will update Your registration data as needed to maintain its accuracy;
4. You are authorized to create an account (either for Yourself or another person);
5. **By using the Services, You represent and warrant that You have legal authority to share Your health data and other Personal Information (as that term is defined in the Privacy Policy) with Health Plan Partners. In addition, if You create a profile for a third party for whom you are not the parent or legal guardian, You represent and warrant that you have permission from such person to input and share their Personal Data within the App and with other third parties. Our use of the information You provide to Health Plan Partners via the Services is subject to the [Privacy Policy](#) in effect at the time we use it; and**
6. You are not located in a country that is subject to a U.S. Government embargo or that is designated by the U.S. Government as a “terrorist supporting” country, and You are not listed on any U.S. Government list of prohibited or restricted parties.

NOTE: THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE SERVICES WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE SERVICES MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE SERVICES.

## HOW WILL HEALTH PLAN PARTNERS TELL ME IF THEY CHANGE THESE TERMS?

### Section 3

With the exception of the Arbitration Agreement included at the end of these Terms, Health Plan Partners reserves the right to change or modify these Terms at any time without prior notice to You. If we materially change or modify these Terms, we will let You know by (1) posting a new version to the Services; and/or (2) posting a change notice on our Website and/or Application.

If You continue to use the Services after we have let You know that we have made changes, You agree to be bound by the modified Terms. If You do not accept the changes, You should immediately stop using the Services and delete all files associated with the Services on Your computer and/or mobile device.

## WHO OWNS THE HEALTH PLAN PARTNERS SERVICES?

### Section 4

Health Plan Partners owns the Services and all materials You access through the App or Website. Subject to Your compliance with these Terms, Health Plan Partners grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services through the Website or by downloading and installing the Application. THE SERVICES ARE FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY. You may not use the Services for any other purpose than what is allowed under these Terms without Health Plan Partner's express written permission.

You may not use Health Plan Partner's name, trademarks, service marks, or logos, or those of third parties appearing on the Services in any advertising or publicity or to otherwise indicate Health Plan Partner's or such third party's sponsorship or affiliation with any product or service without express written permission from Health Plan Partners or such third party.

You own Your Personal Data and any other content You post on or through the Services. If you are entering someone else's information into the Services, you represent and warrant that you have permission to do so. For us to provide You with the Services, You grant to Health Plan Partners a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, worldwide license to use Your content for the purpose of providing the Services, subject to the restrictions in the [Privacy Policy](#). You also agree to allow Health Plan Partners to de-identify and anonymize Your content, including without limitation, Your personal health information in accordance with this Privacy Policy, and to use or disclose such de-identified information for any purpose.

## WHAT AM I NOT ALLOWED TO DO WITH THE SERVICES?

### Section 5

Health Plan Partners imposes certain restrictions on Your use of the Services. While using the Website, App, or Services, You shall not:

1. provide false, misleading or inaccurate information to Health Plan Partners or any other user;

2. impersonate, or otherwise misrepresent affiliation, connection, or association with, any person or entity;
3. use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites;
4. access content or data not intended for You, or log onto a server or account that You are not authorized to access;
5. violate any applicable law or regulation;
6. attempt to probe, scan, or test the vulnerability of the Services, the Website, the App, or any associated system or network, or breach security or authentication measures without proper authorization;
7. interfere or attempt to interfere with the use of the Website, the App, or the Services by any other user, host, or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
8. forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance, or distribution by means of, the Services;
9. post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
10. avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Health Plan Partners, You, or any other third party (including another user) to protect the Services;
11. attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Health Plan Partners in providing the Website or App. Any violation of this section may subject You to civil and/or criminal liability; or
12. encourage or enable any other individual to do any of the above.

Health Plan Partners is not obligated to monitor Your use of the Services, but We may do so to ensure Your compliance with these Terms, and to respond to law enforcement or other government agencies if and when we are required to. Health Plan Partners reserves the right to suspend or terminate

Your use of the Services without notice to You if You partake in any of the prohibited uses described above.

## WHO PROTECTS MY LOGIN INFORMATION?

### Section 6

You will choose a username and password when you register for the Application. You are responsible for maintaining the confidentiality of Your password. You may not use the account, username, or password of any other user at any time. You agree to notify Health Plan Partners immediately of any unauthorized use of Your account, username, and/or password.

HEALTH PLAN PARTNERS WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. You may be held liable for any losses incurred by Health Plan Partners, its affiliates, officers, directors, employees, consultants, agents, and/or its representatives due to someone else's use of Your account or password, regardless of whether You were aware of such use.

## HOW DOES HEALTH PLAN PARTNERS PROTECT MY PRIVACY?

### Section 7

Health Plan Partners respects the information You provide to us. Please see our Privacy Policy for an explanation of the information that we collect from You and how we use Your information that is NOT subject to the Health Insurance Portability and Accountability Act ("HIPAA"), which is the primary federal law governing the privacy of health information. By accessing or using the Website, App, or Services, or by downloading or uploading any content from or through the Services, You acknowledge and agree to the provisions of the Privacy Policy and affirm that the Privacy Policy is a part of these terms.

By using the Services and accepting these Terms, You acknowledge that Health Plan Partners may share Your Personal Data with other users (if you choose to allow this). We will seek Your consent before sharing your information with third parties according to the terms of the Privacy Policy.

We are not responsible for nor liable to You or any third party for a third party's treatment of Personal Data, including any collection, use, disclosure, storage, loss, theft, or misuse of Personal Data, whether or not such treatment violates applicable law.

## THE APP STORE AND GOOGLE PLAY

### Section 8

If You downloaded the App from the Apple App Store or Google Play (the "App Provider"), by agreeing to these Terms, You acknowledge that You understand and agree to the following:

1. This Agreement is only between You and Health Plan Partners, and not between You and the App Provider, and only Health Plan Partners is responsible for the Application;
2. The App Provider has no obligation to furnish any maintenance or support services with respect to the App;
3. In the event of any failure of the App to conform to any applicable warranty, (i) You may notify the App Provider and the App Provider will refund Your purchase price for the App to You (if applicable); (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation with respect to the App; and (iii) any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Our responsibility;
4. The App Provider is not responsible for addressing any claims You have or any claims of any third party relating to the App or Your possession and use of the App, including without limitation: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
5. In the event of any third party claim that the App or Your possession and use of the App infringes that third party's intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement, or discharge of any such intellectual property infringement claim; and
6. The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms as they relate to Your license to use the App. This means that, upon Your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to Your license of the App against You.

**Apple users only:** If You downloaded the App from the App Store, the license granted to You in these Terms is non-transferable and is for use of the App on any Apple products that You own or control.

## WHAT IS HEALTH PLAN PARTNER'S COPYRIGHT POLICY?

### Section 9

By creating, posting, or sharing data, sound, and images on or through the Website or App ("Your User Content"), and subject to the Privacy Policy, You grant Health Plan Partners a perpetual, irrevocable, worldwide, non-exclusive, sub-licensable, royalty-free, fully paid up, transferable license to reproduce, distribute, publicly display, publicly perform, create derivative works of, and otherwise use and modify Your User Content for the purposes of providing and enhancing the Website, App, or other Health Plan Partner products and services. We may also create anonymized data and images from Your User Content, and such data and images will no longer be Your User



Content. You waive any rights you may have regarding Your User Content being altered or manipulated in any way that may be objectionable to you. This license will terminate after you stop using the Website and App. Health Plan Partner reserves the right to refuse to accept, post, display, or transmit any of Your User Content in its sole discretion.

You represent and warrant that: (i) you own the content posted by you on or through the Website or App or otherwise have the right to grant the license set forth in these Terms, (ii) the posting and use of Your User Content on or through the Website or App does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, and (iii) the posting of Your User Content on the Website or App does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owed to any person by reason of content you post on or through the Website or App. You also acknowledge and agree that Your User Content is non-confidential and non-proprietary.

Health Plan Partner may review and remove Your User Content at any time for any reason, including for activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Website or App.

#### Copyright Policy

Health Plan Partner respects copyright law and expects its users to do the same. It is Health Plan Partner's policy to terminate, in appropriate circumstances, users or other account holders who are believed to have infringed the rights of copyright holders.

#### **Digital Millennium Copyright Act (DMCA) notifications for intellectual property infringement.**

If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears in our Services, please provide Health Plan Partner's designated agent (listed below) with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled via the Application, and information reasonably sufficient to permit Health Plan Partners to locate such material.
- Information reasonably sufficient to permit Health Plan Partners to contact you as the complaining party, such as an address, telephone number, and, if available, an email address at which you may be contacted.

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Health Plan Partner's agent for notice of claims of copyright or trademark infringement on this App can be reached at:

Health Plan Partners  
12123 Overbrook Ln, Houston, TX 77077 Email:  
[INFO@HEALTHPLANPARTNERS.ORG](mailto:INFO@HEALTHPLANPARTNERS.ORG)

Please note that the procedure described above is exclusively for notifying Health Plan Partners and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Health Plan Partner's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

#### **Submitting a DMCA Counter-Notification**

We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to Health Plan Partner's copyright agent (listed above) that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial

district in which Health Plan Partners may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

### **Termination of Repeat Infringers**

Health Plan Partners reserves the right, in its sole discretion, to terminate the account or access of any User of our Application who is the subject of repeated DMCA or other infringement notifications.

We may give notice of a claim of copyright infringement to our users by means of a general notice on our Website, electronic mail to Your email address in our records, or by written communication sent by first-class mail to Your address in our records, as determined in our sole discretion. In accordance with the DMCA and other applicable laws, Health Plan Partners has adopted a policy of terminating, in appropriate circumstances and at Health Plan Partner's sole discretion, members who are deemed to be repeat infringers. Health Plan Partners may also at its sole discretion limit access to the Website and Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## COMPUTER EQUIPMENT AND INTERNET ACCESS

### Section 10

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "Systems") necessary for You to access and use the Services. This includes, without limitation, obtaining internet services, and using up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

## HOW DO I OPT-OUT OF RECEIVING EMAILS FROM HEALTH PLAN PARTNERS?

### Section 11

In providing the Services, You may receive periodic email communications regarding the Services, new product offers and information regarding the Services, which are part of the Services and which You cannot opt out of receiving. You may also receive periodic promotions and other offers or materials Health Plan Partners believes might be of interest to You. You can opt-out of

receiving these promotional messages at any time by following the unsubscribe instructions contained in each newsletter.

## LINKS TO OUTSIDE THIRD-PARTY WEBSITES & SERVICES

### Section 12

The Services may contain links to third-party websites or services that we do not own or control (“Third-Party Websites”). Health Plan Partners does not have control over, and we assume no responsibility for, the content and performance of Third-Party Websites. ACCORDINGLY, HEALTH PLAN PARTNERS DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS, OR QUALITY OF THE INFORMATION, MATERIAL, GOODS, OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. HEALTH PLAN PARTNERS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF OR RELIANCE ON THIRD-PARTY WEBSITES.

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE, AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES, AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

## YOUR REPRESENTATIONS AND WARRANTIES

### Section 13

You represent and warrant that Your use of the Services will be in accordance with these Terms and all applicable laws, regulations, rules, and Health Plan Partners policies and procedures. Specifically, **YOU REPRESENT AND WARRANT THAT YOU ARE LEGALLY AUTHORIZED TO SHARE PERSONAL DATA (WHETHER YOURS OR SOMEONE ELSE’S) WITH HEALTH PLAN PARTNERS.**

## WARRANTY DISCLAIMERS & LIMITATION OF LIABILITY

### Section 14

#### **NO WARRANTIES**

THE WEBSITE, APP, AND SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. HEALTH PLAN PARTNERS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR MATERIALS PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES.

#### **YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGE**

YOU AGREE THAT YOUR USE OF THE WEBSITE, APP, AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD HEALTH PLAN PARTNERS OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS, OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA.

#### **YOUR RESPONSIBILITY TO BACKUP YOUR DATA**

THE WEBSITE, APP, AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS. YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC SERVER FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR ACCOUNT. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA TO YOUR PERSONAL COMPUTER OR EXTERNAL STORAGE DEVICE AND TO ENSURE SUCH BACKUPS ARE SECURE.

#### **NO LIABILITY FOR THIRD-PARTY DATA**

NEITHER HEALTH PLAN PARTNERS, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR MATERIALS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE STORAGE AND/OR DISCLOSURE OF A THIRD PARTY’S PERSONAL DATA WITHOUT THAT PARTY’S CONSENT.

#### **LIMITATION OF LIABILITY**

NEITHER HEALTH PLAN PARTNERS, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR MATERIALS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES OR MATERIALS, OR FROM

ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HEALTH PLAN PARTNERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IF YOU ARE NOT SATISFIED WITH THE WEBSITE, APP, OR SERVICES, YOU SHOULD DISCONTINUE USING THEM – **THIS IS YOUR ONLY REMEDY**. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, HEALTH PLAN PARTNERS' LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED \$100.00. YOU MUST BRING ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES OR MATERIALS WITHIN ONE (1) YEAR OF THE EVENT FROM WHICH THE CLAIM AROSE.

## INDEMNIFICATION

### Section 15

You agree to indemnify, defend and hold harmless Health Plan Partners, its clients, its suppliers, and their respective affiliates, employees, officers, directors, agents, servants, and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) arising out of or in any way connected with Your access to or use of the Website, App, or Services, Your violation of this Agreement, or any negligent or wrongful conduct by You or related to Your account by You or any other person accessing the Website, App or Services through Your account, regardless of whether You were aware of such use, including without limitation the storage and/or disclosure of any third party's Personal Data without that party's permission or consent.

## GOVERNING LAW

### Section 16

These Terms are governed by the laws of the state of Texas without regard to its conflict of laws principles. The United States District Court for the Northern District of Texas shall be the appropriate venue and have jurisdiction over any action arising under these Terms or Your use of the Services.

## HOW AND WHEN CAN MY ACCOUNT BE TERMINATED?

### Section 17

If You breach any of these Terms, we may suspend or disable Your account or terminate Your access to the Website, App, or Services without prior notice to You. There may be other instances where We may need to terminate Your access to the Website, App, or Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your

access to and use of the Website, App, or Services and materials at any time, with or without cause.

If You wish to terminate Your account, please contact Health Plan Partners at [info@healthplanpartners.org](mailto:info@healthplanpartners.org) to immediately discontinue Your use of the Services, and delete all files associated with the Services from Your computer or mobile device.

## HOW DO I PROVIDE FEEDBACK AND WHO OWNS IT?

### Section 18

We welcome and encourage You to provide us with feedback, comments, and suggestions for improvements to the Website, App, or Services (“Feedback”). You may submit Feedback by emailing us at [info@healthplanpartners.org](mailto:info@healthplanpartners.org). If You submit any Feedback to us, we will own all intellectual property rights in such Feedback and may use such Feedback for any lawful purpose.

## NOTICES

### Section 19

All notices required or permitted to be given under these Terms must be in writing. Health Plan Partners shall give any notice by email sent to the most recent email address, if any, that You have provided to Us. You agree that any notice received from Health Plan Partners electronically satisfies any legal requirement that such notice be in writing. **YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH HEALTH PLAN PARTNERS IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY HEALTH PLAN PARTNERS OF AN EMAIL TO THE ADDRESS WE HAVE ON FILE.**

You shall give any notice to Health Plan Partners by means of: (1) U.S. mail, postage prepaid, to Health Plan Partners 12123 Overbrook Ln, Houston, TX 77077,; or (2) email to [info@healthplanpartners.org](mailto:info@healthplanpartners.org). Notice to Health Plan Partners shall be effective upon receipt of notice by Health Plan Partners.

## GENERAL CONTRACT LANGUAGE

### Section 20

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions of these Terms remain in full force, provided that the essential terms and conditions remain valid, binding, and enforceable and the economic and legal substance of the transactions contemplated by these Terms are materially preserved.

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and

software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Nothing in these Terms creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

## DISPUTE RESOLUTION

### Section 22

#### **\*PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS\***

Most user concerns can be resolved quickly and to Your satisfaction by emailing Health Plan Partners at [info@healthplanpartners.org](mailto:info@healthplanpartners.org). In the unlikely event that our support team is unable to resolve a complaint You may have (or if Health Plan Partners has not been able to resolve a dispute it has with You after attempting to do so informally), including but not limited to any alleged breach of these Terms, You and Health Plan Partners agree to resolve the dispute through binding arbitration in the State of Texas before a single arbitrator, in accordance with the rules and procedures of the American Arbitration Association and governed by the laws of the State of Texas. Arbitration, which is often less expensive, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award, and may, but do not have to, award legal fees, arbitrator's fees, costs, and other costs incurred by the party that does not win the dispute.

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. Any arbitration will be strictly confidential and neither party will disclose to any person (other than necessary to carry out the arbitration) the existence of the dispute or any aspect of the dispute.

This agreement to arbitrate will not preclude You or Health Plan Partners from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or Health Plan Partners from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN THE NORTHERN DISTRICT OF TEXAS; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

## HOW DO I CONTACT HEALTH PLAN PARTNERS?

### Section 23

Health Plan Partners is headquartered in Houston, Texas, in the United States of America.



Specific questions and comments should be directed to the appropriate department via email to [info@healthplanpartners.org](mailto:info@healthplanpartners.org). While we make every effort to respond to emails within 1 week of receiving them, we cannot guarantee a response to every electronic communication.

You may also contact us via postal mail at:

**Health Plan Partners**

12123 Overbrook Ln, Houston, TX 77077