

ELECTRONIC PAYMENT TERMS OF USE AGREEMENT

eBill is an electronic bill payment service that offers those with individual health plan coverage ("Member," "you," or "your") from your health plan or one of its affiliated companies (referred to as "Health Plan," "we," "us," or "our") the ability to view and pay invoices electronically ("eBill Service"). You can use the eBill Service to make a payment(s) with the payment method(s) available to use within the eBill platform. Please carefully read this eBill Electronic Payment Terms of Use Agreement ("Agreement"). This Agreement, which will govern your application for and use of the aforementioned electronic payment services ("E-Payment Services"), is a binding contract between you and the Health Plan.

eBill APPLICATION

You may utilize the eBill Service after you (1) complete the information requested online (2) confirm that you accept and agree to be bound by this Agreement, and (3) electronically sign the related ACH Authorization Form. We will then process your request including verification of your information as explained below. We will contact you by email or text message when our processing is complete and you are able to use the eBill Services to view and pay your bill.

AUTHORIZATION TO VALIDATE ACCOUNT

You hereby consent to and authorize us and/or any third-party service provider acting on our behalf to verify the banking and/or credit-related information you submitted in your application for eBill Services or other E-Payment Services and to order such reports as are necessary or appropriate to validate your account in accordance with the WEB Account Validation requirements as defined in the NACHA (National Automated Clearing House Association) Rules and Guidelines, and for other lawful purposes. Further, you consent to and authorize us to share the information you provided in your application for eBill Services, including personally identifiable information, with such third-party service provider we retain for the purpose of facilitating the verification of your information, including but not limited to ordering a report for such purposes and you further consent to us providing notices regarding payment attempts (such as those required under the Fair Credit Reporting Act (FCRA)) to any accountholder or party attempting payment on your account.

DATA PRIVACY

You acknowledge that the data available through eBill contains protected health information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal privacy laws. You will access eBill only from secure computers and maintain reasonable and appropriate security procedures to prevent unauthorized access to the information accessible through the eBill Service. By entering into this Agreement, you also agree to our Online Privacy Policy which is incorporated herein by reference.

ONE-TIME PAYMENT

You acknowledge that you have been directed to the eBill Service and E-Payment Services through a third-party site not affiliated with Health Plan. Through E-Payment Services, you can make one-

time payments with a one-time authorization for activation of your individual health plan coverage. One-time payments can be made with the payment method(s) available to use within the E-Payment Services platforms. Future payments to maintain your coverage can be paid at any time by logging onto the eBill platform or connecting through the applicable E-Payment Services platforms. Your Health Plan shall have no liability for unauthorized access to your information or any unauthorized payments of your bills.

TO THE EXTENT THAT YOU UTILIZE THE OPTION TO MAKE PAYMENTS VIA ACH DEBIT TO YOUR BANK ACCOUNT, YOU AGREE TO BE BOUND BY THE NACHA OPERATING RULES.

NOTIFICATIONS AND COMMUNICATIONS

By providing your email address to us in order to use the eBill Service or E-Payment Services, you agree that your Health Plan, or their respective designees (collectively, "Senders"), may communicate with you electronically, as further described below, with regard to any matter of or related to the eBill Services or other E-Payment Services. You expressly acknowledge and agree that notice of any payment failure, or failure to validate your payment method, may be provided electronically. You represent and warrant that any email address that you provide is owned by you. Senders may communicate with you by email using the information you provide to use the eBill Services or other E-Payment Services. The hardware and software requirements for electronic notices are: a current version of a supported internet browser, a connection to the internet, a current version of a program that accurately reads and displays PDF files, a computer and operating system that supports all of the above, and, if you intend to print and retain records in paper form, a printer.

Email. You agree to receive emails from Senders at the email address you provide to us for purposes outlined here. You may revoke your consent to receive emails by opting out of receiving emails via the link included in any email.

You may withdraw your consent to receive electronic notices by directing your inquiries to Member Services (contact information is available on the back of your member ID card).

INTELLECTUAL PROPERTY RESTRICTIONS

Nothing within any of the material and content of the eBill Service shall be construed as conferring any license under any of your Health Plan's or other third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that all material and content of the eBill Service is protected by United States copyright, trademark, patent, or other proprietary rights of the company, its licensors, and/or service providers. Except as expressly provided to the contrary, you agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by your Health Plan in connection with the eBill Service. You agree not to use any of the trademarks, service marks or other material and content accessible through the eBill Service for any purpose other than the purpose for which such material and content is made available to you by the company. You agree not to defame your Health Plan, the trademarks or service marks of your Health Plan, or any aspect of the eBill Service. You agree not to adapt, translate, modify, decompile, disassemble, or

reverse engineer the eBill Service or any software or programs used in connection with the eBill Service.

LIMITATION ON LIABILITY AND WARRANTIES

YOU AGREE THAT YOUR HEALTH PLAN, ITS AFFILIATES AND SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THIS WEB SITE OR THE EBILL SERVICE OR USE THEREOF OR THE INABILITY TO USE THIS WEB SITE OR EBILL SERVICE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY SET FORTH HEREIN SHALL BE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT YOUR HEALTH PLAN AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED (\$100) DOLLARS.

THE MATERIALS, INFORMATION, AND eBill SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION

Upon a request by your Health Plan, you agree to defend, indemnify, and hold harmless your Health Plan and its affiliates, and their employees, contractors, leadership team, and directors, from all liabilities, claims, and expenses, including attorneys' fees and disbursements, that arise from your use or misuse of the eBill Services. Your Health Plan reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with your Health Plan in asserting any available defenses.

NO MODIFICATION OF OTHER AGREEMENTS

Nothing in these terms and conditions shall modify your obligation to pay your premium when it is due in accordance with the terms of your contract. The eBill Services governs only the way you view and pay your bills electronically.

ELECTRONIC SIGNATURE

By checking the "I ACCEPT" box, you are creating an electronic signature carrying the same legal obligations as a written signature and agree to all terms of this Agreement. If you do NOT accept the terms of this Agreement, you may not use the eBill Services or other E-Payment Services. This Agreement is available at [eBill-terms-conditions](#). Please print a copy of this Agreement for your records.

UPDATES TO THIS AGREEMENT

We may revise this Agreement by notifying by posting any changes on the related site at eBill-terms-conditions and sending you a communication as described above. Your continued use of the eBill Service thereafter constitutes an acceptance of the changes and an agreement to be bound by them.