

# Terms and Conditions (updated December 19,2019)

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Key Benefit Administrators, Inc. (“KBA”) and American Health Data Institute, Inc. (“AHDI”), together with their subcontractors manage the AHDI Sites. “We” refers to KBA and AHDI.

We reserve the right change the terms, conditions, and notices under which the AHDI Sites is offered in our sole discretion, including by not limited to changes associated with the use of its websites and mobile applications. Your continued use of the AHDI Sites following the posting of revised Terms and Conditions means that you accept and agree to the changes. If we make any changes, we will post the new Terms and Conditions.

In order to use the AHDI Sites and access any content, you need to (1) be 18 years or older, or be 13 years or older and have your parent or guardian’s consent to this Terms and Conditions, the Privacy Notice and all of the site agreements, (2) have the power to enter a legally binding contract with us and be permitted to do so under any applicable laws, and (3) reside in the United States. You also promise that any registration information that you submit to us is true, accurate, and complete, and you agree to provide updates to keep it that way at all times.

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## Access to Explanations of Benefits through Your Account (MyEZ Health Guide)

Explanations of Benefits (EOBs) for services received by adult dependents covered by your benefit plan (Spouse and Children over age 18) may be hidden from you view. Adult dependents may

create an account and adjust their profile preferences based on whether they want you to view their EOBs and other information.

You will receive EOBs electronically to your account, which may view, download or print from MyEZ Health Guide websites. To receive paper EOBs, go to the profile tab in your account and change your preferences. You also may reach out to us using the message feature in your AHDI Sites account or call the number on the back of your health plan identification card.

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To the extent permitted by applicable law, we reserve the right to disclose aggregated data, or information or statements we publish without attribution to any identifiable individual, or specific data or statements that you separately and specifically agree we can share with the larger public or media, without infringing your confidentiality.

## **Privacy Policy**

Please review the Privacy Policy. It is part of these Terms and Conditions and provides information on our data protection practices.

You are also encouraged to review your health plan’s Notice of Privacy Practices (NOPP). In most cases, you can access the NOPP in your account, together with other health plan documents. You may use your AHDI Sites to send us a message from your account if you have questions about obtaining copies of the documents. You may also call the number on the back of your health plan identification card.

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You agree to indemnify and hold KBA, AHDI, their parents, subsidiaries, affiliates, officers, employees, agents, contractors, partners and licensors (collectively, the "**AHDI Sites Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your Data or (b) your violation of any applicable laws, rules or regulations. The AHDI Sites Parties reserve the right, at their own cost, to assume the exclusive defense and control of any matter requiring indemnification by you, in which event you will fully cooperate with the AHDI Sites Parties in asserting any available defenses. You agree that the provisions in this section will survive your access or use of AHDI Sites, its website(s) and mobile application(s).

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## **Additional Terms**

We currently have various service offerings. If you subscribe to any such offerings, those services may be provided under a separate digitally or manually executed agreement. Such agreements will supersede these Terms and Conditions.

These Terms and Conditions may also be superseded by expressly designated legal notices or terms located on particular pages of the website(s) and mobile application(s).

## **Governing Law**

These Terms and Conditions and any related action will be governed and interpreted by and under the laws of the State of Indiana, without regard conflicts of laws, principles or rules. Venue for any dispute arising out of these Terms and Conditions will be the state courts located in Marion County, Indiana or the federal courts of the United States in the Southern District of Indiana, and each party (you and KBA and AHDI) consents to personal jurisdiction to such court(s) and also waive any right it may otherwise have to challenge the appropriateness of such forums.

## **General Provisions**

Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any particular provision of these Terms and Conditions is held invalid or unenforceable, that part will be modified to reflect the original intention of the parties, and the other parts will remain in full force and effect.

## **Contact Information**

All questions, comments, concerns or notices of violation of these Terms and Conditions can be made to: American Health Data Institute, Inc. 8330 Allison Pointe Trail, Indianapolis, IN 46250, Attn: Legal. Notify us immediately at 866-790-2183 if you become aware of any unauthorized use of your password, your account or your Data.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please contact us at 866-790-2183 and provide us with a description of the copyrighted work or other intellectual property that you claim has been infringed, a description of where the material is located on the website or mobile application, your address, telephone number and email address, a statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent or the law, and a statement by you made under penalty of perjury that the above information is accurate and you are the copyright or intellectual property owner or authorized to act on the owner's behalf.