

# SPH, LLC Terms of Use

Effective: February 22, 2019

PLEASE READ THIS TERMS OF USE AGREEMENT (“AGREEMENT”) CAREFULLY AS THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND HMA GROUP HOLDINGS, LLC, AN IOWA LIMITED LIABILITY COMPANY.

## Use of our Websites

By accessing or using any website that is operated by HMA Group Holdings, LLC or one of its affiliated companies (collectively, “SPH, LLC”, “we”, or “us”), you accept the terms of this Agreement and agree to be subject to all provisions herein or contained elsewhere on our network of websites. In addition, you agree that in using our websites you are agreeing to be bound by this Agreement and any future revisions or amendments, you represent that you are of legal age to contract within your jurisdiction, and you represent that you have the authority to enter into this Agreement individually or on behalf of any company for whom you have engaged our Services. Except as otherwise provided herein, if you do not agree to be bound by this Agreement you may not access or use our website.

## Copyrights and Trademarks

All copyright in the text, images, photographs, graphics, user interface, and other content provided on the websites are owned by HMA Group Holdings, LLC or its third-party licensors under the United States Copyright Act and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the contents on any SPH, LLC websites. No grant, license, or right under any copyright has been conferred upon you by SPH, LLC.

All rights in the product names, company names, trade names, logos, product packaging and designs of all SPH, LLC or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to HMA Group Holdings, LLC or their respective owners and are protected by international trademark and copyright laws. The use of any trademarks or materials, unless permitted herein, is expressly prohibited. No grant, license, or right under any patent or trademark has been conferred upon you by SPH, LLC.

## License

SPH, LLC owns all rights, title, and interest in the websites. Subject to this Agreement, SPH, LLC grants you a limited license to use the websites solely for their intended purpose. Any future revisions or amendments to the websites are subject to this Agreement. SPH, LLC reserves all rights not granted in this Agreement.

## Notice of Copyright Infringement

SPH, LLC will process and investigate notice of alleged infringement and will take appropriate actions under applicable intellectual property laws. Upon receipt of notices, SPH, LLC will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity. Additionally, SPH, LLC will act to remove or disable access to any reference or link to material or activity that is found to be infringing. Notices of claimed copyright infringement should be directed to the below address.

SPH, LLC  
Attn: Legal Department  
2727 Grand Prairie Parkway  
Waukee, IA 50263

## Modification

SPH, LLC reserves the right to modify, revise, or amend this Agreement at any time. Your use of the website following such modification, revision, or amendment constitutes acceptance of any such changes. Any changes will be effective upon their publishing on the websites, at which time they will be date stamped which will serve as notice.

## Third Party Links

Our websites may display or provide links to websites or other digital properties controlled by persons or entities other than SPH, LLC (“Third-Party Links”). When you click on a Third-Party Link, we will not provide a warning that you have left our websites. SPH, LLC does not control and is not responsible for Third-Party Links or any content or material that you may encounter. Third-Party Links are provided as a convenience and we do not review, endorse, or warrant any content, products, or services accessible from such links. You use all Third-Party Links solely at your own risk.

## Restrictions on Use

The rights granted to you in this Agreement are subject to the following restrictions: (i) you shall not license, rent, lease, sell, transfer, assign, reproduce, distribute, host, or otherwise commercially exploit the websites; (ii) you shall not frame or enclose any trademark, logo, or Service of SPH, LLC; (iii) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the websites unless permitted by applicable law; (iv) you shall not use any manual or automated software, devices, or other processes to “scrape” or download data from the websites; (v) you shall not access the websites to build a similar or competitive website, application, or service; (vi) no part of the websites may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means unless expressly stated herein; (vii) you shall not remove or destroy any copyright notices or other proprietary markings contained in or on our websites; (viii) you shall not interfere with or attempt to interfere with the proper functioning of the

websites or use them in any way not expressly permitted in this Agreement; and (ix) you shall not attempt to harm our websites in any way, including but not limited to violating or attempting to violate any security features. Any unauthorized use of the websites terminates the licenses granted by SPH, LLC pursuant to this Agreement and SPH, LLC has no obligation to give notice of such termination.

## Obligations

You are required to comply with all applicable laws in connection with your use of the SPH, LLC websites, and such further limitations as may be set forth in any written or on-screen notice from SPH, LLC. As a condition of your use of the SPH, LLC websites, you warrant that you will not use the SPH, LLC websites for any purpose that is unlawful or prohibited by this Agreement.

## Indemnification

You agree to indemnify and hold HMA Group Holdings, LLC, its affiliates, subsidiaries, and the officers, directors, managers, agents, representatives, partners, and licensors of each (collectively, the “Company Parties”) harmless from any damages, losses, costs, liabilities, and expenses, including reasonable attorneys’ fees, of any nature whatsoever, expressly including but not limited to consequential damages, losses and costs, relating or arising out of any claims concerning: (i) your use or misuse of the websites; (ii) your violation of this Agreement; (iii) your violation of any rights of another party; or (iv) your violation of any applicable laws, rules, or regulations. SPH, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SPH, LLC in asserting any available defenses. You agree that the provisions in this Section will survive any termination of this Agreement or your access to the websites.

## Disclaimer of Warranties and Conditions

YOU EXPRESSLY UNDERSTAND AND AGREE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE WEBSITES OFFERED THROUGH THE SERVICES IS AT YOUR SOLE RISK, AND THE WEBSITES ARE PROVIDED ON AN “AS IS” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HMA GROUP HOLDINGS, LLC AND ALL OTHER COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM THE USE OF THE WEBSITES. HMA GROUP HOLDINGS, LLC AND ALL OTHER COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (I) THE WEBSITES WILL MEET YOUR REQUIREMENTS OR (II) YOUR USE OF THE WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR (III) THE WEBSITES ARE OR WILL BE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

**IF YOU RELY ON ANY DATA OR INFORMATION OBTAINED THROUGH OUR WEBSITES, YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF SUCH DATA OR INFORMATION.**

**OUR WEBSITES ARE PROVIDED WITH THE UNDERSTANDING THAT SPH, LLC AND ITS USERS ARE NOT ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING, OR OTHER PROFESSIONAL SERVICES OR ADVICE. OUR PRODUCTS AND SERVICES ARE NO SUBSTITUTE FOR PROFESSIONAL SERVICES OR ADVICE.**

## Limitations of Liability

IN NO EVENT WILL HMA GROUP HOLDINGS, LLC OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITES, OR ANY WEBSITE LINKED TO THE SPH, LLC WEBSITES, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE, OR INABILITY TO USE THE SPH, LLC WEBSITES OR ANY SITE LINKED TO THE SPH, LLC WEBSITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ALTERATION, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SPH, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SPH, LLC LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## Termination

At SPH, LLC's sole discretion, we may modify or discontinue the websites, or may modify, suspend, or terminate your access to the websites, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the websites, SPH, LLC reserves the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, or injunctive redress. Even after your right to use the websites is terminated, this Agreement will remain enforceable against you. Additionally, all of your obligations and SPH, LLC's rights that should by their nature survive termination of your use of the websites, including but not limited to your warranty and indemnification obligations and the disclaimers and limitations on SPH, LLC's liability, shall survive and continue in full force and effect.

## International Users

The websites and Services are controlled and offered by SPH, LLC from its facilities in the United States of America. SPH, LLC makes no representations that the websites are appropriate or available for use in other locations. Those who access or use our websites from other countries do so at their own risk and are responsible for compliance with local law.

## Arbitration

By using the SPH, LLC websites, you agree that SPH, LLC, at its sole discretion, may require you to submit any disputes arising from the use of the SPH, LLC websites, or concerning these Terms of Use, to final and binding arbitration under the international Rules of Arbitration of the American Arbitration Association. Such claims will be presided over by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, the laws of the State of Iowa shall govern such proceedings.

Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential, or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by law.

## General Provisions

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without SPH, LLC's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

This Agreement and the use of the SPH, LLC websites shall be governed by and construed in accordance with the laws of the State of Iowa, excluding its conflict of law rules. You and SPH, LLC expressly agree that jurisdiction over any venue in any legal or administrative proceeding directly arising out of or relating to the SPH, LLC websites shall be in the state and federal courts in Polk County, Iowa. Any cause or claim must be commenced within one (1) year after the cause or claim of action arises.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

If any portion of this agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

## SMS Terms and Conditions:

- SimplePay Health offers the option for members to receive SMS communications to help them stay informed of important account or benefit-related information, as well as remind members about gaps in care.
- Message frequency varies. Message and data rates may apply. Replying STOP will stop all SMS communications. Replying HELP will direct you to a web page with various resources.
- Carriers are not liable for delayed or undelivered messages.
- Privacy Policy: [SPH\\_PrivacyPolicy\\_Nov2024docx.pdf](#)