# LEGAL TERMS OF USE

## Last Modified: 12/12/2024

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- Use the Site to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy) of others.

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SimplePay Health has the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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## Accuracy of information

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SimplePay Health may provide assistance via the Site to help you understand your health care coverage and out-of-pocket costs. Any statements, estimations, interpretations, guidance or opinions provided by SimplePay Health regarding health care coverage and/or out-of-pocket costs are provided to assist you with your healthcare decision-making and are based on available information regarding your plan, as well as information you provide to SimplePay Health. Coverage is subject to your plan terms, including exclusions and limitations. If there are any differences between the information on the Site and your official plan documents, the terms of the plan documents will control.

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In order for the Site to function properly, it may require access to your protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA"). By using the Site, you agree that we may collect, store, access, and transfer your PHI in order to facilitate SimplePay Health's services via the Site. You agree that we may transfer your PHI to third parties to fulfill any services that you request. Your PHI will be used and disclosed in accordance with our Privacy Policy.

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The communications between you and SimplePay Health use electronic means, whether you visit the Site or send SimplePay Health e-mails, or whether SimplePay Health posts notices on the Site or communicates with you via e-mail, short message service ("SMS") or mobile notifications ("Push Notifications"). For contractual purposes, you (1) consent to receive communications from SimplePay Health in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that SimplePay Health provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Electronic communication frequency varies. Replying STOP to SMS communications will stop all SMS communications. Replying HELP to SMS communications will direct you to a web page with various resources. Carriers are not liable for delayed or undelivered messages.

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## **Contact Us**

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