

## **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 set up one-time payments, schedule recurring payments, or make guest payments with the payment method(s) available to use within the eBill platform. Other methods of electronic payment include calling the automated telephone payment service (“IVR”), calling your customer service representative (“CSR”), filling out a Pay-It-Easy Form to use the electronic funds transfer service (“EFT Service”), or using the guest pay user flow. Please carefully read this 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 application information requested online (including the selection of a User ID and password) (2) confirm that you accept and agree to be bound by this Agreement, and 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.

## **USER ID**

The User ID and the password you select must be used each time you access the eBill Service. Each person with a User ID and password is authorized by you to use the eBill service, including the authorization of payment by debiting your designated account(s) or, where available, a charge to your credit card. You agree not to disclose or otherwise make User IDs and passwords available to anyone not authorized to view and access the information available on eBill, Your Health Plan shall have no liability for unauthorized access to your information or any unauthorized payments of your bills.

## **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, protect the confidentiality of your User ID and password, 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. The User ID and the password you select must be used each time you access the eBill Service.

## **TERMINATION**

We reserve the right to terminate your use of the eBill Service or other E-Payment Services at any time with or without cause. We may immediately terminate your use of the eBill Service or other E-Payment Services if: (i) you breach the Agreement or any agreement with us (including breaching any provisions of a benefit contract), (ii) we have reason to believe that there has been or may be unauthorized use of your User ID, password, or the eBill Service or other E-Payment Services or (iii) if you do not make a payment through the eBill service for six (18) consecutive months. In the event that you enter a payment account but do not use that account for six (18) months, we may delete that payment account and require you to add it as a new account prior to using such account in the future.

## **PAYMENT TYPES**

a. Recurring Payments. You can set up a recurring payment through the eBill Service or EFT Service that automatically applies each monthly premium to a payment method in the amount of days prior to the due date that you select. Your Health Plan has the right to modify the payment withdrawal date at any time in accordance with applicable automated clearing house rules. You can end recurring payments at any time by removing the recurring payment arrangement by logging into the eBill platform or calling the telephone number set forth in your EFT Service application, which will require a reasonable amount of time to process

which will be at least seven (7) days. Recurring payments are only available when paying the full invoice amount. Invoice amounts can vary in specific situations and you will be debited such invoice amount. You expressly acknowledge and authorize your Health Plan to debit for the full amount of the invoice even if the invoice varies from the initial amount. We reserve the right, in our sole discretion, to terminate your recurring payment schedule at any time with or without cause. We may immediately terminate your recurring payment schedule and remove your account information if: the criteria of the termination clause above is met, if a failed payment occurs for your specific payment method two consecutive times, or if your membership in individual health plan coverage with the Health Plan is terminated.

b. One-Time Payment (with a Standing Authorization). You can make a one-time payment for the invoice associated with your current coverage period at any time by logging onto the eBill platform or connecting through the applicable E-Payment Services platforms (one-time payments are not available through the paper EFT Service). If you had an outstanding balance from a previous invoice, this balance will be rolled onto the invoice for your next coverage period. One-time payments can be made with the payment method(s) available to use within the E-Payment Services platforms. To make a one-time payment after you've signed up for recurring payments in eBill, you will need to remove your recurring payment first. Your account information may be retained within eBill for your future convenience, but you will need to affirmatively select the account for future payments or remove it if you do not wish to store your account information in eBill. We may immediately remove your account information if: the criteria of the termination clause above is met, if a failed payment occurs for your specific payment method two consecutive times, or if your membership in individual health plan coverage with the Health Plan is terminated.

c. Guest Pay. You can make one-time guest payments via the guest pay user flow. Your Bill Account Number and Invoice Number(s) are necessary to begin the guest pay user flow. The Bill Account Number and Invoice Number are available to members on paper invoices; the guest pay flow digitally replicates the process of making a one-time payment via mail. You agree not to disclose or otherwise make your Bill Account Number and Invoice Number(s) available to anyone not authorized to view and access the information available on eBill. 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 information (i.e., e.g. including your mobile telephone number, , and/or email address to us either at the time you opened your existing eBill Service account and/or by opening a new eBill Service account or other E-Payment Services, your Health Plan, or their respective designees (collectively, “Senders”), you agree that 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. If you do not agree to receive electronic communications, you will receive paper communications via U.S. mail or other similar delivery method. You represent and warrant that any wireless telephone number, email address, and/or mailing address that you provide is owned by you. Senders may communicate with you by email, text message, or telephone using the information you provide when opening an account for 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.

a. 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 but we may, in our sole discretion, immediately terminate your access to eBill or other E-Payment Services.

b. SMS Text Messages. Senders may send Short Message Service (“SMS”) text messages (“Text Alerts”) to any mobile telephone number that you provide to any Sender. By responding to any such message, you agree that you are enrolling in the eBill Services, and you acknowledge that Senders may send you Text Alerts. This consent is not a required condition of purchasing any property, goods, or services from your Health Plan. You are not required to give us this information or enter into this Agreement to enroll in healthcare benefits with your Health Plan, and it will not increase your premiums.

You may opt out of receiving Text Alerts at any time by replying STOP. Replying STOP will opt you out of all future eBill Service text messages. After you submit such a request you will receive one final Text Alert

from Sender confirming your request. No additional Text Alerts will be sent unless you reactivate your enrollment in the Text Alerts program. For questions about Text Alerts, text HELP to receive help information about the text communications you receive. The help information does not apply to the eBill system or your specific health plan premiums. Text Alerts may come from any one of these short codes and your Health Plan may change, add, or remove short codes at its discretion.

The Text Alerts program is offered on an “as is” basis and: (1) may not be available in all areas at all times; and (2) may not continue to work in the event of product, software, coverage, or other service changes made by your wireless carrier. Your Health Plan may change or discontinue any of its Text Alerts programs without notice or liability to you. Your Health Plan, its related companies, and their respective officers, directors, and employees are not responsible or liable for any losses or injuries resulting, directly or indirectly, from any Text Alerts program or from technical failures or delays of any kind. Your Health Plan reserves the right to cease delivery of Text Alerts to any person at any time in its sole discretion.

Senders do not impose a separate charge for text messages or telephone communications; however, your mobile service provider’s message and data rates may apply depending on the terms and conditions of your mobile telephone contract. You are solely responsible for all message and data charges incurred. If you have any questions about such charges, please contact your mobile service provider.

You may withdraw your consent to receive electronic notices by contacting us at: <https://www.bcbswy.com/members/contact/>; provided, however, we may terminate your access to eBill or other electronic services.

## **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 manner in which 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 <https://www.bcbswy.com/wp-content/uploads/Member-EFT.pdf>. 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 <https://www.bcbswy.com/wp-content/uploads/Member-EFT.pdf> 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.