

# Terms of Use

PGBA, LLC, together with its affiliates (collectively referred to as “Company” or “we” or “us”) is the owner of this website or mobile or other application (each referred to as the “Site”) and makes the Site available to you.

## 1. General Terms

1.1. In consideration for using this Site, you agree to these Terms of Use. If you do not agree to these Terms of Use or to any PRIVACY POLICY (our “Privacy Policy”) contained or referred to on this Site, do not use this Site. By using this Site (other than to read these Terms of Use for the first time) or clicking on the words “Continue,” “Yes,” or “I Agree” or any similar wording anywhere on this Site or as a requirement to access, download, or otherwise use the Site, you agree to comply with these Terms of Use and our Privacy Policy. Company reserves the right to change these Terms of Use from time to time and you hereby agree to such changes without further notice. We suggest that you re-read the Terms of Use and our Privacy Policy from time to time so that you stay informed as to any such changes. In any event, by using this Site, you agree that you will be bound by the Terms of Use appearing on this Site at the time you are using this Site. Further, some Company services may require you to agree to additional terms and conditions that apply to the specific Company services. If you agree to those additional terms and conditions, then those additional terms and conditions also shall form a part of these Terms of Use.

1.2. The right to use this Site is personal to you and is not transferable to any other person or entity. You are responsible for protecting the confidentiality of your password and user name, if you have them. You may only use this Site to access information about you or your dependents. Do not use this Site to access information about any other person, including a friend or family member.

1.3. You acknowledge that this Site may experience service interruptions or events that are beyond Company’s control and that Company will not be responsible for any information you may lose while you are using this Site or when you transmit information to this Site via the Internet.

1.4. Your use of the Internet and this Site is solely at your own risk. You may not share your login name, password, or other credentials with a third party. You agree to assume all risks associated with any usage, whether or not authorized, of your login name, password, or other credentials or other information you share with or have access to on this Site and release us from any and all claims, liabilities, and damages, of whatever nature, related to this Site.

1.5. You represent and warrant to us that you are aged 18 or older. Use by those under the age of 18 is not authorized. This Site is not directed at children under the age of 13. Company does not knowingly permit registration or submission of personally identifiable information by anyone younger than 18 years of age.

## 2. Information on this Site

2.1 Company has no legal duty to you to update information on this Site. This means information on this Site may be out of date at any given time. Company also may make improvements or changes to the information, products, or services described on this Site at any given time without notice.

2.2 Company has no legal duty to you to ensure that this Site is correct. By using this Site, you agree not to hold Company liable for any inaccuracy of this information and you assume all the risks associated with its use.

2.3 We may modify, remove, or update information on this Site without notice. Company may change or terminate any feature of this Site, including, but not limited to, content, hours of availability, and equipment needed for access or use. Company may stop providing any information or category of information, may change or eliminate any transmission method, and may change transmission speeds or other aspects of this Site's operation. If we terminate your access to this Site, then this Agreement shall remain in full force and effect and shall survive as the governing terms of your access and use of the Site and Services prior to your termination. Furthermore, we may modify or discontinue your access to any or all of this Site in our discretion at any time.

2.4 Depending on your status, you may have access to eligibility and benefits information through this Site. The information you obtain is not a guarantee of payment. Any information you obtain regarding eligibility and benefits is not a guarantee of payment. Benefits are subject to all contract limits and member status on the date of service and other terms of your insurance policy or benefit plan. Also, nonpayment of premiums and other contractual limitations may result in denial of benefits or refunds. You should always consult your insurance policy or benefit plan document about what your insurance policy or benefit plan covers. Accumulated amounts such as deductibles may change as additional claims are processed. Deductible and out-of-pocket limits may not apply for all services under your benefit plan.

2.5 Nothing contained, expressed, or implied in this Site is intended as, nor shall be construed or understood as, medical advice. No doctor-patient or other medical provider-patient relationship is established between Company and you by reason of your use of this Site or under any circumstances whatsoever. The information in this Site is for general informational purposes only. If you have questions about medical issues or health information arising from your use of this Site, you should contact your own health professional.

2.6 Some public-facing parts of this Site may allow you to post, or to e-mail to Company, materials or information ("Visitor Content"). You are responsible for any Visitor Content that you post or e-mail to Company and the consequences of posting or e-mailing such Content. Visitor Content that you post to this Site or e-mail to Company are not confidential. You grant Company the unrestricted right to use or distribute, free of charge, any Visitor Content provided to Company by you or anyone using your login information. **COMPANY DOES NOT REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY OR RELIABILITY OF ANY VISITOR CONTENT OR ENDORSE ANY OPINIONS EXPRESSED BY OTHER USERS. ANY RELIANCE ON MATERIAL POSTED BY OTHERS IS AT YOUR OWN RISK.**

Company may review, remove or edit any Visitor Content at its discretion. COMPANY HAS NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR VISITOR CONTENT POSTED BY YOU OR BY ANY OTHER PARTY.

2.7 Some portions of the Site may not be accessible without a username and password or other similar security measures. These portions of the Site are referred to as Portals. Although these Terms of Use apply to Portals and our Privacy Policy applies to Portals, other terms of use or privacy policies may also apply to the Portals and the "landing pages" through which persons log in to the Portals.

### 3. Proprietary Rights

3.1 This Site and all contents posted on this Site are the exclusive property of Company or are licensed to Company for its use. Company is the owner or licensee of the copyright in the entire content (including images, text, and look and feel attributes) of this Site and reserves all rights in that regard. You may not post, link, or make other modifications to this Site or copy material from this Site without Company's express written consent.

3.2 Any violation of this Agreement may result in copyright, trademark, or other intellectual property right infringement that may subject you to civil and/or criminal penalties. This Site contains Company's copyrighted material, trademarks, and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, and sound. This content is protected by copyright as a collective work under the United States copyright laws. Company does not transfer or grant any of its intellectual property or other rights to you, including any copyright, trademark, service mark or patent rights, all of which Company expressly reserves for itself. You may not remove or change any copyright notice on any material on this Site.

3.3 (a) You may use any public-facing parts of this Site for your personal and household purposes. Based upon your status, you may also use the Site for the limited purposes described in paragraphs (b) through (e), below. Except as provided in paragraphs (c) through (e), below, you may not use content on this Site for any commercial purpose. You may not distribute, manipulate, create derivative works from, or use the information on this Site for any purpose other than as described in this Section 3.3 or as expressly authorized by Company in a writing signed by an officer of Company authorized to bind Company in the matter. You acknowledge that you do not acquire any ownership rights by copying or downloading copyrighted material. You agree to comply with all applicable laws, regulations, and other government directives regarding your use of this Site. You agree that you do not have permission to use and will not use this Site: (i) to access any information that you do not have the legal right to view; or (ii) to distribute or publish any defamatory statements, pornographic material, copyrighted, trademarked, or other proprietary material. You may not submit or post any material or information that is illegal, obscene, threatening, defamatory, invasive of privacy, or infringing of proprietary rights of any person or entity, or that contains software viruses, corrupted data, cancel bots, commercial solicitations, or mass mailings or any form of "spam." You may not use a false e-mail address to impersonate any person or otherwise mislead as to the origin of any material or information you submit or post.

(b) If you are an individual member, participant, or beneficiary, you may also make reasonable use of the Member-only designated portions of this Site and content thereof, including (if applicable) the Member Portal, for your personal or household purposes. If you are an individual who is participating in a wellness program administered in whole or in part by Company ("Wellness Program"), but are not otherwise a member, participant, or beneficiary of a policy or group health plan administered in whole or in part by Company, you may also use the Member-only designated portions of this Site solely to participate in the Wellness Program.

(c) If you are a health care provider who has patients who are entitled to health benefits through insurance provided by Company or another health benefit plan administered by Company, you may also use any provider-designated portions of this Site, including (if applicable) the Provider Portal, solely to the extent minimally necessary for your internal business purposes of managing payment by Company or its clients of claims for services covered by said plan and that are rendered by you to said patients. You agree that this permission may not be sub-licensed or otherwise granted to any third party.

(d) If you are a group health plan client or plan sponsor of such a plan administered or insured by Company, you may also use the Permitted Portions of this Site to the extent minimally necessary for the plan's healthcare operations or payment purposes only with respect to members, participants, or other beneficiaries who are insured or whose coverage is administered by Company. The Permitted Portions of this Site are those portions of this Site designated for group health plan clients or plan sponsors, including (if applicable) the Employer Portal. You agree that this permission may not be sub-licensed or otherwise granted to any third party.

(e) If you are a licensed insurance agent ("Agent") contracted with Company, you may also use any Agent-designated portions of this Site, including (if applicable) the Agent Portal, solely to the extent minimally necessary for managing payment activities and health care operations of

Company, the Accounts or individual Members you represent, or both. You agree that this permission may not be sub-licensed or otherwise granted to any third party.

(f) Any usage by third parties other than as described in this Section 3.3 is prohibited.

## 4. Security/Privacy; Other Websites; Information Sharing; Mobile Device Information Usage; Consent to Usage of Information; Email Usage; Delivery of Notices by Electronic Means; Monitoring or Recording; Consent to Receive Calls and Text Messages; Sweepstakes

4.1 Security/Privacy. This Site has security and privacy measures in place to protect against the loss, misuse and alteration of the information under our control. If you are entitled to use a Portal, your Username and Password are used to initially recognize you but we may require a higher level of validation, such as requiring your member/group/provider/Agent number, date of birth, or other information to allow access to applicable functions. We may also require multi-factor authentication and may send you a code via voice, text, or email (as chosen by you) that you will have to use to access the Site. We may use your Internet Protocol (IP) address to help diagnose problems with our server, and to administer this Site. Your IP address may also be used to help identify you and to help gather broad demographic information. Although we have security and privacy measures in place, we cannot guarantee that unauthorized third parties (including computer hackers) will not gain unauthorized access to your information or otherwise misuse the system. Use your own best judgment when sending information via the Internet to an email address or website, including this Site. Email sent via the Internet may pass through private and public networks with varying levels of security. Some networks may have taken steps to secure email transmissions while others have not, thereby compromising the privacy and integrity of an email.

4.2 Third Party Sites, Terms and Information Sharing. As you navigate through this Site, you may be able to link to other sites for special offers or information. Please note that we provide these links for your convenience, but inclusion of the link does not imply endorsement by us. We do not guarantee any third party's performance and do not guarantee any of the services or materials provided by any third party. The linked sites are not under our control and we are not responsible for the contents of any linked site or any link contained as a linked site. You may be required to accept a linked website's separate terms and conditions in order to access such website. Some linked sites may provide particular, personalized services. Because we do not control the linked sites, we encourage you to understand the privacy policies of linked sites. Obviously, we cannot be responsible for the privacy practices or the content of such websites. With regard to third party information, we do not endorse or otherwise recommend or approve any product or information located on or available through this Site. If a linked site is offered to you after you log into a Portal, it may be necessary for us to disclose specific information containing your personal information to the linked site in order for you to receive particular personalized services. By using the website, you are authorizing this disclosure.

4.3 Mobile Device Usage and Information.

(a) Mobile usage includes any program or service accessed or used via your mobile device (e.g. a portable computer, iPad, iPhone, smart phone, smart watch, smart pad, or other such device) and the software modules operating within our mobile environment and appearing on your mobile device that provide you access to a variety of content and services.

(b) Although these Terms of Use and our Privacy Policy apply to Mobile usage and related information, other terms of use and privacy policies may apply to the Mobile usage and related information.

(c) We collect information for mobile usage, such as your device type and hardware IDs; the request type; your mobile carrier; your mobile carrier's user ID; the content of your request; basic usage stats about your device; and use of our products and services. This information does not by itself identify you to us, though it may be unique or consist of or contain information that you consider personal.

(d) If you use location-enabled products and services, such as Google Maps for mobile, you may be sending us location information. This information may reveal your actual location, such as GPS data, or it may not, such as when you submit a partial address to look at a map of the area.

(e) Certain use of our products and services allows you to download and/or personalize the content you receive from us. For these products and services, we will record information about your downloads and preferences, along with any information you provide about yourself. If the product or service requires you to log in with a specific account, this information will be associated with your account.

(f) All requests made via your mobile device must be sent through your mobile carrier's network and your mobile carrier may have access to it. For information regarding your mobile carrier's treatment of your information, please consult your mobile carrier's privacy policies.

4.4 Consent to Use Information Supplied. In using a Portal on this Site, you may supply or be requested to supply certain contact information, including, without limitation, your cell phone or other telephone number. You are not required to provide a cell or other telephone number to receive certain services from Company. However, failure to provide the requested contact information may affect our ability to quickly communicate with you and the quality of your online and other electronic experiences with us. Any such contact number will be subject to the Privacy Policy applicable to the Portal through which you provide the information. Subject to such Privacy Policy, please be advised that we may use or share contact information provided by you as part of any services we provide with third parties for the purposes of providing this Site or any other services, products or benefits or for marketing purposes to the extent otherwise allowed by law. This may include, without limitation, our use or our vendors' or subvendors' use of automatic telephone dialers or recorded or artificial voices to communicate with you at any telephone number, including, without limitation, any mobile or other mobile device numbers you have provided or any successor to such numbers, for the purposes of supplying any services, products or benefits or for marketing purposes. Your provision of any contact information to Company constitutes your consent, to the maximum extent allowed by law, to any usage by us or our vendors or subvendors of your personal information (including, without limitation, contact information such as email addresses, mobile or other device numbers) as referred to or otherwise stated in this Agreement and the applicable Privacy Policy.

4.5. Consent to use of Email. You agree that, subject to the applicable Privacy Policy, Company may use any email address you supply to correspond with you regarding this Site, to provide any services, products, or benefits to you, your spouse or your dependents and to send other communications, including, without limitation, marketing communications, to you, your spouse or your dependents. Company also may retain this email address for such future use as Company may determine. Additionally, Company may send email responses to questions submitted to Company.

4.6 Consent to Delivery of Notices or Documents by Electronic Means: Members. In addition to Sections 4.4 and 4.5 above, but subject to the limitations and rights below, by supplying your contact information electronically, you affirmatively consent to the delivery of notices or other documents electronically. **If Company is an insurer and you have health insurance coverage with Company,**



then, as required by Chapter 55 of Title 38 of the South Carolina Code of Laws, please take notice of the following limitations and rights which apply unless otherwise provided by law:

(a) You have a right to receive notices or other documents delivered to you in a paper or other non-electronic form at no additional cost;

(b) If you have consented to the receipt of notices or other documents by electronic means, then you may withdraw that consent at any time;

(c) The notices or other documents covered by this consent include, without limitation, the following: enrollment documents, explanations of benefits, notices of cancellation or termination of benefits or coverage, grants or denials of claims, communications related to the submission and payment of claims and regarding terms of your benefit plan or other contractual limitations, wellness program documents, disease management program documents, or any other documents or notices related in any way to your relationship with Company or your health benefit plan or other coverage;

(d) To obtain, at no additional cost, a paper copy of any notice or document delivered to you electronically, please contact Company as directed in Section 7.3 below.

(e) If you need to withdraw your consent, please contact Company as directed in Section 7.3 below.

(f) If you need to update your contact information for the provision of electronic notices and documents, please contact Company as directed in Section 7.3 below.

4.7 Consent to Delivery of Notices or Documents by Electronic Means: Other parties. By supplying your contact information to Company electronically, you affirmatively consent to the delivery of documents electronically. If you would like to change your contact information or preferences, please contact us as directed in Section 7.3 below.

**PLEASE NOTE THAT THESE REQUIREMENTS MAY CHANGE AND THAT YOU ARE RESPONSIBLE FOR MONITORING THEM FOR ANY CHANGES.**

4.8 Consent to Monitoring or Recording. Through your usage of or interaction with this Site, you, to the maximum extent permitted by applicable law, (i) consent to Company (or any vendor or subvendor of Company) monitoring and recording any such usage or interaction, and any devices used directly or indirectly to achieve such interaction; and (ii) agree that this monitoring or recording may be used for security, customer service, training, or other business purposes, except to the extent otherwise prohibited by law.

4.9 Consent to Receive Calls and Text Messages. If you provide a phone number to us, you are agreeing to be contacted by us or on our behalf at that number, including calls and text messages, to receive messages, documents, and other communications for service related and other business purposes, including, without limitation, contact using automated or pre-recorded voices and/or automated telephone dialing systems. Message and data rates may apply. If you wish to withdraw consent, you may contact us as specified in paragraph 7.3 below. Please note that if you subsequently withdraw your consent, some services may no longer be available to you. Keep in mind that if you stop receiving text messages from us you may not receive important and helpful information and reminders about your services.

4.10 Sweepstakes. When you provide your name for a promotional offer or to enter a sweepstakes or contest, your participation in the contest constitutes the consent for the for the use of your name,

likeness, prize, photograph, voice, opinions and/or hometown and state for promotional purposes and to demonstrate the transparency of a competition, in any media, worldwide, without further payment or consideration. We may request the contest winner provide consent to such use in writing. We will file your name with state agencies if required by law.

## 5. Limitation of Liability; Warranties

5.1 By using this Site, any programs or tools on the Site, and any third-party sites to which you may link through this Site you agree to (a) release Company from any and all claims, liabilities or damages related to such use and (b) accept all risks related to such use.

5.2 You agree not to hold Company responsible for any damages or injury, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction, or unauthorized access to, alteration of, or use of records or information made available on (a) this Site, (b) any program or other tool available at this Site, or (c) any third-party site to which you may link through this Site. Without limiting the foregoing, you specifically agree not to hold Company responsible for the defamatory, offensive, or illegal conduct of any third party using this Site.

5.3 ALL MATERIALS ON THIS SITE ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5.4 COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, THAT MAY RESULT FROM THE USE OF THIS SITE, THE MATERIALS POSTED ON THIS SITE, AND LINKS PROVIDED ON THIS SITE.

5.5 You agree to defend, indemnify, and hold harmless Company and its affiliates and respective directors, officers, employees, and agents, from and against all claims, damages, obligations, losses, liabilities, cost or debt, and expenses, including but not limited to reasonable attorneys' fees, arising from (a) your use of and access to this Site and any link to a third-party's site; (b) your violation of any provisions of these Terms of Use; (c) your violation of any third-party's right, including (without limitation) any copyright, property, or privacy right; or (d) any claim that content or information you submit causes damage to a third party. This defense and indemnification obligation specifically will survive these Terms of Use and your use of this Site.

5.6 This Site is controlled and operated by the Company from offices in the United States. Company makes no representation that materials provided on this Site are appropriate or available for use in other locations and access to them from locations in which their contents are illegal is prohibited. Those who choose to access this Site from such other locations are responsible for compliance with applicable local laws.

## 6. Disputes

6.1 By using this Site, you agree that any dispute or claim arising out of or in connection with (a) the Terms of Use, (b) any failure to perform under or breach or termination of the Terms of Use, or (c) your use of this Site or any link to a third-party site, or any products or services provided under or through this Site or any link to a third-party site, shall be brought solely and exclusively in a federal or state court of competent jurisdiction located in Richland County, South Carolina, and you hereby expressly and

irrevocably consent to the jurisdiction and venue of such courts and waive any defenses to such jurisdiction, venue or convenience of forum. These Terms of Use and legal issues arising out of, but not exclusive to the use of, this Site or any third-party sites are governed by and in accordance with the laws of the State of South Carolina (exclusive of its rules regarding conflicts of laws).

6.2 You agree that any cause of action arising out of or related to this Site or your use of this Site must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

6.3 By using this Site, you agree that any claim, suit or dispute resolution proceeding will be conducted only on an individual basis and not in a class or representative action.

## 7. Miscellaneous

7.1 You agree to conduct business through the use of an electronic signature and electronic agreement and that the act of clicking the words "Continue" or "Yes" or "I agree" or any similar phrasing anywhere in using this Site is intended by both parties to be an electronic signature that has the same significance as a signature in ink and that both such signature and this Agreement are considered to be in writing to the maximum extent permitted by law.

7.2 Except as stated in the next sentence, these Terms of Use and the applicable Privacy Policy constitute the entire agreement of the parties with respect to the subject matter hereof. These Terms of Use are not intended to modify or limit any provisions in any Privacy Policy contained or referred to on this Site. In the event of a conflict between this Agreement and any Privacy Policy, the Privacy Policy shall apply. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.

7.3 You agree that, if you experience any problems in using this Site or need to request assistance in using this Site, you should contact us at: [info@pgba.com](mailto:info@pgba.com).

7.4 This Agreement does not establish any relationship or partnership, joint venture, employment, franchise or agency between you and us.

7.5 If any provision of these Terms of Use or any Privacy Policy is determined to be invalid or unenforceable, all other provisions of these Terms of Use and the Privacy Policy shall remain in full force and effect.

Revised: August 15, 2025