

EPK & Associates Terms and Conditions

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Welcome to the [[EPK Benefits Portal website and related interactive features, products, services, applications, or downloads (collectively, the “Portal”) that is owned and operated by EPK & Associates, Inc. (“EPK,” “we,” and “us”). **BY USING OUR PORTAL, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS AND CONDITIONS (THESE “TERMS”), OUR PRIVACY POLICY, OUR USAGE GUIDELINES, AND OUR FREQUENTLY ASKED QUESTIONS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT USE THIS PORTAL. WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF OUR PORTAL OR ANY AFFILIATE PORTAL OR WEBSITE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES.**

Definitions. The “Employer” means the entity sponsoring the group health plan providing benefits to employees and their dependents. For the purpose of these Terms, the term “you” means the Employer.

“Authorized User” means the individual authorized by the Employer to access and use the Portal, which requires the Employer to have designated each individual on the group health plan documents and relevant policies as an employee authorized to have access to protected health information. The Employer affirms, represents, and warrants that with respect to the Portal, all Authorized Users are acting in their official capacity on behalf of the Employer.

Assistance. If you have any questions or comments, then we invite you to contact us by email at admin@epkbenefits.com.

Purpose of the Portal. EPK is providing this Portal to facilitate the administration of or related to the group health plan sponsored by the Employer. When using the Portal, the Employer may be acting in its capacity as an employer or as the plan sponsor of its group health plan.

Account Registration and Security. To access the Portal, the Employer must identify and register each Authorized User with EPK by creating an account for each Authorized User. The Employer may access the Portal only through these Authorized User accounts. The Employer shall ensure that: (a) only an Authorized User for the Employer accesses the Portal; (b) each Authorized User is trained on the proper use of the Portal; and (c) each Authorized User will access and use the Portal in compliance with the Health Insurance Portability and Accountability Act and its implementing regulations, as may be amended from time to time (“HIPAA”).

In consideration of each Authorized User’s use of the Portal, the Employer shall: (a) provide true, accurate, current, and complete information about the Employer and/or Authorized User(s) as prompted by the Portal’s registration process; and (b) maintain and promptly update Employer and/or Authorized User(s) information to keep it true, accurate, current, and complete. If EPK suspects that this information is untrue, inaccurate, not current, or incomplete, then EPK has the right to suspend or terminate either the Employer’s or Authorized User’s account and to refuse any and all use of the Portal. The Employer and each Authorized User are entirely responsible for the privacy, security, and

confidentiality of each registered account and affiliated password. Furthermore, the Employer is entirely responsible for any and all activities that occur under associated accounts. The Employer and each Authorized User agree to immediately notify EPK of any unauthorized use of their accounts, compromise to their log-in credentials, or any other breach of security of which the Employer or Authorized User becomes aware. The Employer and Authorized User(s) are responsible for taking precautions and providing security measures best suited for the Employer's situation and intended use of the Portal and in compliance with applicable law. Please note that anyone able to provide a username and password associated with an Authorized User's account will be able to access that account, so Employers and Authorized Users should take reasonable steps to protect this information.

Copyright, Trademark, and Ownership. All of the content displayed on the Portal, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations, but excluding employees' personally identifiable information or protected health information ("Content"), is owned by EPK, its licensors, agents, or its Content providers. All elements of the Portal, including, without limitation, the Portal's general design, EPK's trademarks, service marks, trade names (including the EPK's name, logos, the Portal name, and the Portal design), and other Content, are protected by trade dress, copyright, moral rights, trademark, and other laws relating to intellectual property rights. The Portal may be used only for the intended purpose for which it is being made available. The Employer and each Authorized User may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Content or the EPK's trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Portal, without EPK's prior written consent. The use of EPK trademarks on any other website or online medium is not allowed. EPK prohibits the use of EPK trademarks as a "hot" link on or to any other website unless EPK approves the establishment of the link in writing in advance. The Portal, its Content, and all related rights shall remain the exclusive property of EPK or its licensors unless otherwise expressly agreed. You and your Authorized Users will not remove any copyright, trademark, or other proprietary notices from material found on the Portal.

Access and Interference. The Employer and each Authorized User will not use any robot, spider, scraper, or other automated means to access the Portal for any purpose without our express written permission. Additionally, the Employer and each Authorized User will not: (a) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (b) interfere or attempt to interfere with the proper working of the Portal or any activities conducted on the Portal; or (c) bypass any measures we may use to prevent or restrict access to the Portal.

Accuracy of Information. EPK strives to maintain information on this Portal, including the Content that is complete, accurate, and current. Despite our efforts, the information on this Portal occasionally may be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or currency of any information on this Portal.

Submissions Policy. EPK is pleased to hear from its loyal customers and welcomes comments regarding EPK and the Portal. If, however, if the Employer or its Authorized Users send us suggestions, creative ideas, or materials, then the Employer and its Authorized Users: (a) agree not to assert any ownership right of any kind in against EPK (including, but not limited to copyright, trademark, unfair competition, moral rights, or implied contract); (b) hereby grant EPK a nonexclusive, perpetual, worldwide license to use the submission in every media and for every purpose now known or hereinafter discovered; and (c)

waive the right to receive any financial or other consideration in connection with the submission including, but not limited to, credit. The Employer and its Authorized Users release EPK (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your submissions or those of the Authorized Users, including, without limitation, all claims for theft of ideas or copyright infringement. This policy is designed to avoid misunderstandings if projects developed by EPK's professional staff seem to others to be similar to the Employer's own creative work or that of its Authorized Users.

Links. Running or displaying this Portal or any information or material displayed on this Portal in frames or through similar means on another website without our prior written permission is prohibited. From time to time, this Portal may contain links to third-party websites that are not owned, operated, or controlled by EPK or its affiliates. These links are provided solely as a convenience to the Employer and its Authorized Users. By using these links, Authorized Users will leave this Portal. Neither we nor any of our respective affiliates are responsible for any content, materials, or other information located on or accessible from any other websites. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials, or other information located or accessible from any other websites, or the results that the Employer and its Authorized Users may obtain from using any other websites. If the Employer or its Authorized Users decide to access any other websites linked to or from this Portal, then the Employer and its Authorized Users do so entirely at their own risk.

Privacy. Information collection and use, including the collection and use of personally identifiable information and protected health information, is governed by our Privacy Policy ([link](#)), which is incorporated into and is a part of these Terms.

Additional Policies and Guidance. In addition to our Privacy Policy, our Usage Guidelines and Frequently Asked Questions are incorporated into and are a part of these Terms.

Acts Beyond our Control (Force Majeure). EPK is not responsible for damages, delays, or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion, or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any government or legal body; labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; or inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

The Employer's Legal Obligations. The Employer affirms, represents, and warrants that it is responsible for its compliance with federal and state laws, including HIPAA. This includes being responsible for ensuring that access and use of the Portal are in compliance with HIPAA and other laws, including state privacy, security, and confidentiality laws. Further, the Employer and its Authorized Users, on behalf of the Employer, affirm, represent, and warrant that: (i) the Employer is the plan sponsor of the group health plan; (ii) its group health plan is a covered entity under HIPAA; (iii) the Employer has amended

the plan documents to incorporate provisions that establish the permitted and required uses and disclosures of protected health information to and by the plan sponsor, which are consistent with HIPAA, contain the other provisions required under 45 CFR Section 164.504(f)(ii), and provide for adequate separation between the group health plan and the plan sponsor, as required under 45 CFR Section 164.504(f)(iii); (iv) the Employer, as plan sponsor, has provided to the group health plan the certification required under 45 CFR Section 164.504(f)(ii) and has implemented appropriate privacy, security, and breach notification policies under HIPAA; (v) the person(s) designated by the Employer as Authorized User(s) for the Portal have been named in the plan documents and relevant policies as an employee who has been authorized to have access to protected health information of the group health plan; (vi) the Employer's activities and use of the Portal shall be consistent with HIPAA and other laws; and (vii) the Employer has obtained any necessary authorizations, permissions, or consents for the transmission of information about the group plan participants to EPK. You shall comply with all applicable laws and shall not act or fail to act in a manner that would cause EPK to not be in compliance with applicable law.

Representations and Warranties. The Employer and its Authorized Users affirm, represent, and warrant the following: (a) the Employer is legally able to enter into a binding contract with EPK, and the Employer and its Authorized Users are fully able and competent to satisfy the terms, conditions, and obligations in these Terms; (b) the individual who is accepting these Terms has the right and authority to enter into this agreement on behalf of the Employer; (c) the Employer has obtained all consents, permissions, and authorizations, and possess all copyright, patent, trademark, trade secret, and any other proprietary rights, or the necessary licenses, for any content you provided to, or access on, the Portal; (c) the Employer and its Authorized Users have read, understood, agree with, and will abide by the terms and conditions of these Terms; and (d) you are not, and have not been an agent of EPK and were not and are not acting on behalf of, or as a representative of, EPK.

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IN THE EVENT OF ANY PROBLEM WITH THE PORTAL OR ANY CONTENT OR SERVICES, THE EMPLOYER AND ITS AUTHORIZED USERS AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE PORTAL OR THE CONTENT OR SERVICES. IN NO EVENT SHALL EPK'S TOTAL LIABILITY TO YOU OR AUTHORIZED USERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE VALUE OF THE FEES PAID BY YOU FOR ACCESS TO OUR SERVICES FOR THE LAST SIX (6) MONTHS.

Indemnity. You and your Authorized Users agree to defend, indemnify, and hold EPK, each of our parent companies, subsidiaries, and affiliates and the successors of each of the foregoing, and the officers, directors, agents, and employees of each of the foregoing, harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with: (a) the Employer's or its Authorized Users' use of the Portal or the Employer's or its Authorized Users' placement or transmission of any message or information on this Portal by the Employer's or its Authorized Users; (b) the Employer's or its Authorized Users' violation of any term or condition of these Terms, including without limitation, the Employer's or its Authorized Users' breach of any of the representations and warranties; (c) the Employer's or its Authorized Users' violation of any third-party rights, including without limitation any right of privacy, publicity rights, or intellectual property rights; (d) the Employer's or its Authorized Users' violation of any law, rule, or regulation of any state, the United States, or any other country; (e) any claims or damages that arise as a result of any information or material that the Employer or its Authorized Users provide to EPK; or (f) any other party's access and use of the Portal with the Employer's or its Authorized Users' unique username, password, or other appropriate security code.

Release. In the event that the Employer or its Authorized Users have a dispute with another user or other party related to the Portal, the Employer and its Authorized Users release EPK (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the disputes.

Termination. You or we may suspend or terminate your account or your use of this Portal at any time, for any reason or for no reason. We also may block your access, or that of any of your Authorized Users, to our Portal in the event that: (a) you or your Authorized Users breach these Terms; (b) we are unable to verify or authenticate any information you or your Authorized Users provide to us; (c) we believe that your actions, or those of your Authorized Users, may cause financial loss or legal liability for our users or us; or (d) as otherwise provided in these Terms, the Privacy Policy, the Usage Guidelines, the Frequently Asked Questions, or in any other incorporated policy.

General. Any claim arising out of or relating to the use of, this Portal and the materials contained in the Portal is governed by the laws of the State of Washington, without regard to its choice of law provisions. You and your Authorized Users consent to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington. You and your Authorized Users hereby irrevocably consent to this venue and to the exclusive jurisdiction of this court over any dispute. Any and all disputes directly or indirectly arising out of or related to the Terms or the Portal will be resolved individually, without resort to any form of class actions. Any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, and in no event shall you or your Authorized Users be entitled to recovery of attorney's fees. Under no circumstances will any claimant be permitted to obtain any award for, and you and your Authorized Users hereby waive all rights to claim punitive, special, incidental, or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Any cause of action or claim you or your Authorized Users may have directly or indirectly arising out of or related to the Terms or the Portal must be commenced within one (1) year after the claim or cause of action arises. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent as other business documents originally generated and maintained in printed form.

If any provision of these Terms is held to be invalid or unenforceable, then the provision shall be struck and the remaining provisions shall be enforced. You and your Authorized Users agree that these Terms and all incorporated agreements may be assigned by EPK in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of the section. Our failure to act with respect to a breach by you, your Authorized Users, or others does not waive our right to act with respect to subsequent or similar breaches. These Terms are the entire agreement between the Employer, its Authorized Users, and EPK with respect to the subject matter of these Terms and supersede any prior understandings or agreements (written or oral). Any provision that must survive to give proper effect to its intent (*e.g.*, indemnity, general, any perpetual license, limitations on liability, disclaimers, representations and warranties, etc.) shall survive the expiration or termination of these Terms.

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