

## **Terms of Service**

Welcome to the Prizm Web Portal (the “Web Portal”) operated by Prizm, LLC (“Company”, “we” or “us”). The following Terms of Service govern your access to and use of the Web Portal and our website (the “Website”). By accessing or using the Web Portal and the Website, you accept and agree to be bound and abide by these Terms of Service, the Terms of Use, found at [https://www.prizmlc.com/Terms\\_of\\_Use.html](https://www.prizmlc.com/Terms_of_Use.html) and the Privacy Policy, found at [https://www.prizmlc.com/Privacy\\_Policy.html](https://www.prizmlc.com/Privacy_Policy.html). If you do not want to agree to these Terms of Service, the Terms of Use and the Privacy Policy, you must not access or use the Web Portal or the Website.

## **Changes to the Terms of Service**

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Web Portal or the Website following the posting of revised Terms of Service means that you accept and agree to the changes, so please check these Terms of Service periodically for updates.

## **Accessing the Web Portal and Account Security**

We reserve the right to withdraw or amend this Web Portal, and any service or material we provide on the Web Portal, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Web Portal is unavailable at any time, or for any period. From time to time, we may restrict access to some parts of the Web Portal to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Web Portal.
- Ensuring that all persons who access the Web Portal through your internet connection are aware of these Terms of Service and comply with them.
- Ensuring that all persons who access the Web Portal comply with all applicable laws, including the Health Insurance Portability and Accountability Act of 1996, as amended (including by the Health Information Technology for Economic and Clinical Health Act) (collectively, “HIPAA”).

## **Compliance with Confidentiality Obligations and HIPAA**

To the extent you have a written agreement with us regarding the protection of confidential information and/or protected health information (“PHI”), you agree to comply with the terms of that agreement in your use of the Web Portal, including the submission of any PHI in connection therewith. Alternatively, if you are a covered entity or business associate that does not have a written agreement already in place with us, then you hereby agree to the terms of our standard Business Associate Agreement or Agreement to Protect Privacy and Security of HIPAA-Protected Information, as applicable, currently in effect. You may request a copy of those agreements by emailing [info@prizmlc.com](mailto:info@prizmlc.com).

## **Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the Web Portal. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service. Nothing herein shall be construed to supersede, amend or revise any term or condition contained in a written agreement between you and the Company.