

Terms of Use

Companion Life Insurance Company, together with its affiliates (collectively referred to as "Company," "us," or "we") are the owner of this website ("Site") and makes the Site available to you.

1. General Terms

1.1. In consideration for your use of this Site, you agree to these Terms of Use. Do not use this Site unless you agree to these Terms of Use and the terms of our Website Privacy Policy, which you may [access here](#). By using this Site (other than to read these Terms of Use, including the Website Privacy Policy, for the first time) or clicking on the words "Continue", "Yes," "I Agree" or any similar wording anywhere on this Site or as a requirement to access, download a document, or otherwise use the Site, you agree to comply with these Terms of Use. 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 the Website 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 username, if applicable.

1.3. This Site may experience service interruptions or events that are beyond Company's control. 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 further 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 age 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 13 years of age.

2. Information on this Site: All Pages

2.1. Information on the Site is provided through pages that are accessible to the public (“Public-Facing Pages”) and may also be provided through pages that are accessible only to users who log into a portal offered by Company on the Site. The Company has a portal for individual insureds, participants, and beneficiaries (“Insured Portal Pages”) and may make portals available for other Users, such as participating providers, producers/agents/brokers, and group customers (“Other Portal Pages”). Terms in this Section 2 apply to all pages on the Site, including Public-Facing Pages, Insured Portal Pages, and Other Portal Pages.

2.2. 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.

2.3. 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.

2.4. 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 these Terms of Use 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. We may modify or discontinue your access to any or all of this Site in our sole discretion at any time.

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. Communications that you post to this Site are not confidential. You are responsible for your own communications and the consequences of such posting. Some pages on this Site may allow you to post materials or information (“Visitor Content”). Communications that you post to this Site are not confidential. You are responsible for your own communications and the consequences of such posting. You grant Company the unrestricted right to use or distribute, free of charge, any Visitor Content posted on this Site by you or anyone using your login information. COMPANY DOES NOT REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY, OR RELIABILITY OF ANY VISITOR

CONTENT NOR DOES COMPANY ENDORSE ANY OPINION EXPRESSED BY OTHERS ON THE SITE. ANY RELIANCE ON VISITOR CONTENT IS AT YOUR OWN RISK.

2.7. 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 ANY OTHER PARTY.

2.8. As you navigate through this Site, you will be able to link to other sites for information or special offers. We provide these links for your convenience, but inclusion of the link does not imply that we endorse these linked sites. 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. 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 these linked sites.

3. Information on this Site: Portal Pages

3.1. Information on Insured Portal Pages.

(a) You may only access the Insured Portal Pages to view information about you or your dependents. Do not use the Insured Portal Pages to access information about any other person, including a friend or family member.

(b) Depending on your status, you may have access to eligibility and benefits information through the Insured Portal. No information you obtain regarding eligibility and benefits is a guarantee of payment. Benefits are subject to all contract limits and insured status on the date of service and other terms of your insurance policy or benefit plan. Nonpayment of premiums and other contractual limitations may result in denial of benefits. You should always consult your insurance policy or benefit plan document about what your insurance policy or benefit plan covers.

(c) Information about accumulated amounts (such as deductibles) may change as additional claims are processed. Deductible and out-of-pocket limits may apply to services under your benefit plan.

3.2. **Information on Other Portal Pages.** You may only access the Other Portal Pages to view information directly related to your role as a user of the Portal (e.g., as a participating provider, as a Companion Life agent, broker, or producer, or as a group plan sponsor). Do not use the other Portal Pages to access information for any other purpose.

3.3. **Verification of Identity to Access Portal Pages.** Portal Pages have security/privacy measures in place to protect against the loss, misuse, and alteration of the information under our control. Your Username and Password are used to recognize you as a Companion Life insured, participant, or beneficiary or another type of user. Company may, in its sole discretion, decide to implement a higher level of validation for all or some of its Portal users. This may include, for example, requiring you to provide your insured/group/provider/agent number, date of birth, or other information to allow access to a Portal. 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 be required to use to access a Portal.

4. Proprietary Rights

4.1. 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. Except as otherwise provided in this Section 4, you may not post, link, or make other modifications to this Site or copy material from this Site without Company's express written consent.

4.2. 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.

4.3. Regardless of any other provision of these Terms of Use, you may not use content on this Site for any commercial purpose. You agree not to distribute, manipulate, create derivative works from, or use the information on this Site for any purpose other than as described herein or as expressly authorized by Company. You acknowledge that you do not acquire any ownership rights by copying or downloading copyrighted material.

4.4. You agree that no permission described in these Terms of Use may be sub-licensed or otherwise granted to any third party. Furthermore, you agree not to distribute, manipulate, create derivative works from, or use the information on this Site other than as described herein 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.

4.5. Permitted access to and use of the Site:

(a) If you are an individual insured, participant, or beneficiary you may make reasonable use of the Insured Portal and the Public-Facing Pages of the Site and content on the Site for your personal or household purposes;

(b) If you are a health care provider who has patients who are entitled to health benefits through insurance provided by (or a health benefit plan administered by) Company, you may use a Provider Portal (if any), the provider-designated portions

of this site, and the Public-Facing Pages of the Site and content on the Site to the extent minimally necessary for your internal business purposes of managing payment by Company (or a health benefit plan administered by Company) for covered services rendered by you to patients covered by Company (or such health benefit plans).

(c) If you are a group health plan client or plan sponsor of a plan administered or insured by Company, you may use the "Permitted Portions" of this Site to the extent minimally necessary for the plan's healthcare operations and payment activities regarding insureds, participants, or other beneficiaries that are insured or administered by Company. The Permitted Portions of this Site include a Plan Sponsor Portal (if any), those portions of this Site designated as being for group health plan clients or plan sponsors, the Public-Facing Pages of the Site, and content on the Site.

(d) If you are an agent/broker/producer arranging for coverage through Company for individuals or groups, you may use an Agent Portal (if any), the agent-designated portions of this site solely, and the Public-Facing Pages of the Site and content on the Site to the extent minimally necessary for your internal business purposes of arranging for coverage through Company for the individuals or groups you represent.

(e) If you are a member of the public, you may use the Public-Facing Pages of the Site and content on the Site for personal or household purposes only.

4.6. Any use of this Site other than as described in Section 4.5(a) – (e) above is prohibited.

4.7. You agree to comply with all applicable laws, regulations, or other government directives regarding your use of the Site. You agree that you do not have permission to use and will not use this Site: (i) to access any information for which 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 or similar ploy to impersonate any person or otherwise mislead as to the origin of any material or information you submit or post.

4.8. Any violation of these Terms of Use 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.

5. Consent to Use Information

5.1. Consent to Use Information Supplied; TCPA Consent. In using this Site, you may supply or be requested to supply certain contact information, including, without limitation, your mobile phone or other telephone number. You are not required to provide a mobile or other telephone number to receive services from Company. Failure to provide the requested contact information may, however, affect our ability to quickly communicate with you and the quality of your online and other electronic experiences with us. We may use or share your contact information with third parties for the purposes of providing this Site or any other services, products, or benefits or for marketing purposes to the extent allowed by law. This may include, without limitation, our use (or our vendors' 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. By providing your contact information to Company, you consent to any use by us (or by our vendors) 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 these Terms of Use and the Website Privacy Policy.

5.2. Consent to use of Email. You agree Company (and our vendors) may use any email address you supply to correspond with you regarding this Site, to provide any services, products, or benefits to you, to respond to questions about this Site or your relationship with the Company, and to send other communications, including, without limitation, marketing communications, to you. Company also may retain your email address for such future use as Company may determine.

5.3. Consent to Delivery of Notices or Documents by Electronic Means. 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 you are an individual insured, participant, or beneficiary, please take notice of the following limitations and rights:**

(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. To obtain a paper copy of any notice or document delivered to you electronically (at no additional cost), please contact the customer service number on the back of your ID card;

(b) You may withdraw your consent to receive notices and other documents electronically at any time as described in section 5.4, below;

(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 filing and payment of claims and plan or other

contractual limitations, disease management program documents, or any other documents or notices related in any way to your relationship with Company.

5.4 Withdrawing Consent and Changing Contact Information.

(a) Individual insureds, participants, and beneficiaries may update their contact information or withdraw consent for the uses of information described in sections 5.1 – 5.3, above, by (i) calling 800-753-0404 or (ii) writing us at the address listed at the end of these Terms of Use.

(b) Other users of the Site may update their contact information by (i) calling 800-753-0404 or (ii) writing us at the address listed at the end of these Terms of Use.

5.5. Consent to Monitoring or Recording. Through your use of or access to this Site, you (i) consent to monitoring and recording of any such usage or interaction by Company (or any vendor of Company) and of 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.

6. Limitation of Liability; Warranties

6.1. By using or accessing this Site, materials posted on this Site, or any link on this Site that you use to visit third-party sites 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.

6.2. 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 materials posted on 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.

6.3. THIS SITE AND 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.

6.4. 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 access to or use of this Site, the materials posted on this Site, or links provided on this Site.

6.5. 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, materials posted on this Site, and any link to a third-party's site; (b) your violation of any provision 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.

6.6. 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.

7. Disputes

7.1. By using this Site, you agree that any dispute or claim arising out of or in connection with (a) these Terms of Use, (b) any failure to perform under or breach or termination of the Terms of Use, or (c) your access to or use of this Site, materials posted on 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 access to or use of this Site, materials posted on this Site, or links on this Site to 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).

7.2. 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.

7.3. If any provision of these Terms of Use is determined to be invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provision of the Terms of Use and the remaining portions of these Terms of Use shall continue in full force and effect.

7.4. 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.

8. Miscellaneous

8.1. **Electronic Signature and Agreement.** You agree to conduct business through 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. You further agree that both such signature and these Terms of Use are considered to be in writing.

8.2. **Mobile Device Usage and Information.**

(a) Mobile device 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 the Site and appearing on your mobile device that provide you access to a variety of content and services.

(b) By using a mobile device on the Site, you agree to permit us to collect information about 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 features of the Site. 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.

(c) 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 specific 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.

(d) 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.

8.3. **Entire Agreement.** Except as stated in the next sentence, these Terms of Use 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 provision in the Website Privacy Policy. In the event of a conflict between these Terms of Use and the Website Privacy Policy, the broader stated use shall apply to the extent permitted by law. If you wish to withdraw your consent to how we use your information as described in these Terms or Use and the Website Privacy Policy, please contact our Customer Service department. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.

8.4. **Website Assistance.** If you an insured or a provider, broker, agent or producer and experience any problems in using the applicable portal or need to request assistance in

using the portal, you may contact us at the following number: 800-753-0404. If you experience any problems in using any other portion of the Site or need to request assistance in using the other portions of this Site, you may contact us at the following number: 800-753-0404.

8.5. No Relationship With Company. These Terms of Use alone do not establish any relationship or partnership, joint venture, employment, franchise or agency between you and us.

If you have questions about these Terms of Use. You may contact us at the address below:

Companion Life Insurance Company

E:mail:	complianceproduct.team@companionlife.com
Telephone:	(803) 264-7258 (telephone)
Paper:	Companion Life Insurance Company 1301 Gervais Street, Suite 900 Columbia, SC 29201

Revised: December 4, 2024