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TPP
Privacy Officer
1807 S. Neil St
Champaign, IL 61820

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- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content
- Overload of system capacities
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters
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- Strike or other stoppage (whether partial or total) of labor
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You agree that no joint venture, partnership, employment or agency relationship exists between you and TPP as a result of these Terms of Use or use of the TPP Web Sites. TPP's performance of the Terms of Use is subject to existing laws and legal process, and nothing contained in the Terms of Use is in derogation of TPP's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the TPP Web Sites or information provided to or gathered by TPP with respect to such use.

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect.

The Terms of Use constitute the complete and exclusive understanding between you and TPP with respect to your use of the Site, and these Terms supersede and replace any and all prior oral or written understandings or agreements between TPP and you regarding the Site. Nothing contained in these Terms creates any agency, partnership, or other form of joint enterprise between you and TPP.

TPP does not give professional advice. Unless specifically included with the Software, TPP is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of TPP. However, TPP may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by TPP or (c) a successor by merger. Any assignment in violation of this Section 14 shall be void.

20. Notice.

TPP may deliver notice to you under the Terms of Use by means of electronic mail, a general notice on the TPP Web Sites, or by written communication delivered by first class U. S. mail to your address on record in TPP's account information. You may give notice to TPP at any time via electronic mail to support@tripleplaypay.com or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Triple Play Pay Inc

1990 Rock Springs Rd

Columbia, TN 38401

ATTN: Chief Privacy Officer

21. Legal.

Information on the TPP Web Sites may be changed or updated without notice. TPP may also make improvements and/or changes in the solutions and/or the services described on the TPP Web Sites at any time without notice.

In the event of any conflict between the terms of this Agreement and the terms and conditions of a dually-executed agreement between TPP and User, the terms of the dually-executed agreement between TPP and User shall have precedence.

22. Global Availability.

TPP makes no representations that the information on the TPP Web Sites is appropriate or available for use in other locations, and access to them from territories where their content is illegal or prohibited. Those who choose to access the TPP Web Sites from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Information TPP publishes on the World Wide Web may contain references or cross references to TPP solutions, programs and services that are not announced or available in your country. Such references do not imply that TPP intends to announce such solutions, programs or services in your country. Consult your local TPP business contact for information regarding the solutions, programs and services which may be available to you.

Service Contact.

Send an email to: support@tripleplaypay.com

23. DHMSM License and Distribution Restrictions.

U.S. Government license and distribution restrictions are set forth [here](#).

24. Accuracy of Information

We try to provide complete, accurate, up-to-date Content on our Website. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. Notwithstanding our best efforts, our Website may contain typographical inaccuracies, mistakes, or omissions, some of which may relate to pricing and availability, and some Content may not be complete or current. As a result, we do not warrant, nor are we responsible for, the accuracy, reliability, completeness, or usefulness of the Content available on or through our Site. We also have made every effort to display as accurately as possible the colors, sizes, and shapes of any products that appear on our Site. However, we cannot guarantee that your computer monitor's display of any product will be accurate. Pictures, photographs, images, videos, and graphics on our Site are for illustration-purposes only. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by the entity providing such products or services and the provision of such products or services is not an obligation of or guaranteed by TPP unless TPP is identified as the entity providing such products or services. The Content presented on or through our Site is made available solely for informational purposes. The Site has been designed to provide general information about TPP, its products and solutions and related information. The Site is not intended to provide investment or medical advice, nor does it provide instruction on the appropriate use of products or solutions produced, supplied or under development by TPP, its affiliates, related companies, or its licensors, business partners, or other companies. Any reliance you place on Content available on or through our Site is strictly at your own risk and we are not liable or responsible for any reliance place on our Site's Content. All users of the Site agree that all access and use of the Site, and any and all Content presented on the Site, is at the user's own risk. We reserve the right to correct any errors, inaccuracies or omissions, and to discontinue, add to, modify, upgrade, or replace all aspects of the Site in our sole discretion and without notice. In particular, we reserve the right in our sole discretion to modify, supplement, discontinue, or remove any Content appearing on or transmitted through the Site. We also reserve the right to adjust prices, products and any special offers at any time at our sole discretion.

25. Your Account

If you use the Site, you may have the opportunity to register for an account with us. As part of the registration or account creation process, you will create login credentials by selecting a password and providing an e-mail address. Each registration is for a single user only. You are not allowed to share your registration login credentials or give your login credentials to anyone else. You are responsible for maintaining the confidentiality of your password and you agree to accept responsibility for all activities that occur under your account or password. TPP is not liable for any loss or damages arising from your failure to maintain the confidentiality of your account. You are further responsible for ensuring that all information you provide on our Site is correct, current, and complete. You agree that you will not provide any false or misleading information during the registration process. You have no right to transfer your account to any other individuals in any manner. If you are accessing and using the Site on someone else's behalf, you represent that you have the authority to bind that person as a principal to these Terms, and you agree to accept liability for harm caused by any wrongful use of the Site resulting from such access or use. You must notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security that you become aware of. All information you provide when you

register for an account on our Site is governed by our Privacy Notice, which is incorporated herein, and we may take any action with respect to your information that is consistent with our Privacy Notice. We reserve the right to refuse service or terminate accounts for any reason, in our sole discretion without prior notice.

26. DISPUTES

13. DISPUTES. Most disagreements can be resolved informally and efficiently by contacting our customer support team. If you are a U.S. customer:

a. YOU AND TPP AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (A "CLAIM") WILL BE DETERMINED BY BINDING ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

b. Small Claims Court. Either you or TPP can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or TPP may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

c. Arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and TPP are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your Services.

d. Notice of Claim. If you elect to seek arbitration, you must first send to TPP a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to TPP should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like TPP to use to contact you. If TPP elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by TPP, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

e. Informal Resolution. You and TPP agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and TPP therefore agree that, after a Notice of Claim is sent but before either you or TPP commence arbitration or file a claim in small claims

court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if TPP is represented by counsel, its counsel may participate in the conference as well, but TPP agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

f. Commencing Arbitration or Small Claims Proceedings. If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or TPP may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and TPP are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with TPP during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and TPP agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA") will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by this Agreement. Unless TPP and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

g. Arbitration Proceedings: Arbitrators. The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided in Section 13(i) below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

h. Arbitration Proceedings: Administrative Conference. The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and an TPP company representative shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

i. Arbitration Proceedings: Decisions. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. TPP will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

j. Injunctive and Declaratory Relief. Except as provided in Section 13(b) above, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or TPP and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or TPP prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

k. Arbitration Fees and Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but TPP will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and TPP will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate,

provided that such modification does not increase the AAA fees to you or TPP, and you and TPP waive any objection to such fee modification.

I. Class Action Waiver. YOU AND TPP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and TPP agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If TPP believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this Section 13(I), then you agree that TPP may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Section 13 (Disputes) shall be null and void.

27. Linking to the Website

Linking to the Site: You may link to our Site's landing page, www.ChangeHealthcare.com, only if you comply with the requirements for Linking to TPP's Site. LINKING TO TPP'S SITE INDICATES THAT YOU ACCEPT THESE TERMS AND THAT YOU WILL ABIDE BY THE REQUIREMENTS BELOW. IF YOU DO NOT ACCEPT THESE TERMS AND AGREE TO ABIDE BY THESE REQUIREMENTS, DO NOT LINK TO THIS SITE.

Requirements for Linking to TPP's Site:

You may link to our Site's homepage provided that you:

- (i) Do so in a way that is fair, legal, and does not damage our reputation or take advantage of it, or show TPP in a negative light.
- (ii) Do not establish a link in any way that suggests any form of association, approval or endorsement on our part without our express written consent.
- (iii) Do not use the TPP logo or any of TPP registered and unregistered trademarks and service marks without the express prior written consent of TPP.
- (iv) Do not present false, misleading or inaccurate information regarding TPP or TPP's products or services.
- (v) Do not establish a link from any website not owned by you.

(vi) Cause our Site or any portion of it to be displayed, or appear to be displayed on any other site, for example by framing or in-line linking, or otherwise create a browser or border environment around our Site or our Content.

(vii) Link to any part of the Site other than the landing page, for example by deep linking.

(viii) Do not establish a link from any website containing content that could be construed as illegal, distasteful, offensive, controversial, or otherwise not suitable for all age groups.

(ix) Otherwise take any action with respect to the Site or the Content available on or through this Site that is inconsistent with these Terms or that violates applicable laws.

Social Media Features: Our Site may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain Content on our Site; (ii) send emails or other communications with certain Content, or links to certain Content, on this Site; (iii) cause portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites. You may use the social media features available on our Site only as they are provided by us, including with respect to any Content displayed with such social media features. Your use of our social media features must also be in accordance with any additional terms and conditions we provide with respect to such features. You are solely responsible for complying with the terms and conditions of any third party social media websites, applications, or services with which you interact and you acknowledge that any information Content that you Post on such third party social media websites, applications, or services is subject to that third party's privacy policies and other terms and conditions, over which TPP has no control, and for which TPP will in no event be liable. You agree to cooperate with TPP in causing any unauthorized framing or linking to cease immediately. We reserve the right to withdraw linking permission without notice and we may, in our sole discretion, request that you remove any link to the Site. Upon receipt of such request, you shall immediately remove such link. We may disable all or any social media features and any links at any time without notice in our discretion.

30. Record Retention

Even if you delete or edit information on your mobile device, all information generated through the Website will be retained during the length of time you have an active account, including but not limited to, posted messages, photos, requests, calendar entries, financial entries, whether received or sent within each six month period ("Account Activity") and for a period of time after termination of your account, as determined by TPP ("Retention Term"). If there is no Account Activity for six months or longer, you agree that TPP has no obligation to contact you or advise you that your account has terminated or is scheduled to be terminated due to inactivity, and that in such event TPP, without liability, has the right to terminate your account and permanently delete all records and data associated with your account. For the

Retention Term, you unconditionally and irrevocably grant TPP the authorization to retain any data or records created by you, including but not limited to, text messages, financial transactions, photos, calendar events, and all information created by you.

31. Disclosure of Your Information

Because TPP archives all information generated by users (you and others), any information related to your account may be retrieved by you or your child's (or children's) other parent or legal guardian (or in some cases by another court appointed professional, such as a *guardian ad litem*), provided the person requesting the information has an active account at the time of the request or the account is within the Retention Term.

Like any company, *TPP is required by law to respond to subpoenas*, which means any information generated within your account, including but not limited to, text messages, calendar events, and financial transactions will be disclosed in accordance with a court order. Confidential health information that you enter in the App (including through chat functions) may be subject to disclosure in connection with a subpoena or court order, as described in the TPP policy relating to subpoenas and court orders. You agree to hold harmless, TPP, for any information related to your account that TPP shares pursuant to any subpoena or court order ("Compelled Disclosure"). Some investigations conducted by government agencies (for example a law enforcement agency), may require that TPP not inform you that such Compelled Disclosure is in process and you agree to hold TPP harmless for complying with such order.

9. Content by Email

We may send you communications via text messaging and/or email to keep you updated on Website developments or your registration status. Your use of the content received through these email services will be subject to these Terms of Use. You can unsubscribe to our email service by notifying us or opting out, however, we may still send you email regarding non-marketing related issues such as your Registered Account or your use of the Website.

10. Support

TPP alone will maintain and support the Website as it sees fit and has no obligation whatsoever to furnish any maintenance or support services with respect to the Website. Please send all inquiries to support@tripleplaypay.com.

Contact Us:

If you have any questions regarding these Terms, please contact us by email at support@tripleplaypay.com

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