

Terms of Service

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Note that these Terms contain an arbitration provision that requires arbitration on an individual basis, waives your right to trial by jury, and waives your right to participate in any purported class action or representative proceeding in the event of disputes within the scope of the Disputes, Arbitration, and Class Action Waiver; Venue Section.

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DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER; VENUE

PLEASE READ THIS SECTION (THIS "ARBITRATION PROVISION") CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, WHICH MAY ALLOW FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE TERMS OF SERVICE. IF, HOWEVER, THE CLASS ACTION WAIVER PROVISION BELOW IS FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

i. Agreement to Arbitrate

Except as may be otherwise described herein, any dispute, cause of action, controversy or claim ("**Claim**"), by either party, arising out of or relating to: i) these Terms of Service, ii) Any additional terms and conditions contained on the Site (including but not limited to the Privacy Policy and [GDPR Statement](#)), iii) your use of the Site, and iv) any products and/or services accessed within or through the Site, shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its Consumer Arbitration Rules. As further stated in the No Class Actions section below, each such Claim shall be brought, in any arbitration or other legal proceeding, solely by you as an individual and not as part of, or as a representative of, a class. Notwithstanding anything the contrary, any Claim brought by Your Plan that relates to Your Plan protecting or related to its intellectual property or intellectual property rights, including Claims alleging infringement of its intellectual property rights, shall not be subject to this Arbitration Provision.

ii. No Class Actions

YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THESE TERMS OF SERVICE WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND WE ARE AGREEING TO GIVE UP AND WAIVE THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION, CLASS ACTION, OR TO PURSUE ANY CLAIMS ON A COLLECTIVE OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your or our claims respectively, and may not otherwise preside over any form of a representative or class proceeding. For the avoidance of doubt, the parties further expressly agree that the Supplementary Rules for Class Arbitrations and any Mass Arbitration Supplementary Rules or procedures of AAA (or any similar rules or procedures of any arbitral institution) shall not apply to any arbitration commenced under these Terms of Service, and the arbitrator shall have no authority to conduct any

arbitration on a class, collective, representative, or mass basis, or to consolidate or join the claims of multiple parties.

The arbitrator 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.

iii. Waiver of Jury Trial

By agreeing to these Terms of Service, both you and Your Plan are waiving the right to a jury trial on any Claims. You and Your Plan agree that all Claims shall be resolved by final and binding individual arbitration.

iv. Seeking Arbitration

In addition, you agree to notify Your Plan in writing of any arbitrable Claim within thirty (30) days of the date the Claim arises, so that the parties can attempt in good faith to resolve the Claim informally. Notice to Your Plan shall be sent by certified mail or courier to: Highmark Inc., 120 Fifth Avenue Place, Law Department, Pittsburgh, PA 15222. Your notice must include: (i) your name, address, telephone number, and, if any, an email address at which you can be contacted; (ii) a brief description of the Claim; (iii) the amount of money, if any, at issue in the Claim; and (iv) the specific relief you are seeking. If you and Your Plan cannot agree how to resolve the Claim within thirty (30) days after the notice is received by Your Plan, then either you or Your Plan may, as appropriate and in accordance with this section, commence an arbitration proceeding with a written demand for arbitration.

v. Limitation on Time to Bring Action

You agree that regardless of any statute or law to the contrary, any Claim brought by you must be filed within one (1) year after such Claim arose or such Claim will forever be barred. Note that this may be a shorter time period than allowed under otherwise applicable law.

vi. Arbitration Administration and Certain Procedures

The arbitration shall be conducted in Pittsburgh, Pennsylvania. All submissions to the arbitrator, the proceedings, and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery and will proceed desk-only unless otherwise ordered or agreed. The arbitrator's award shall be final and binding. The courts of the Commonwealth of Pennsylvania and/or the United States District Court for the Western District of Pennsylvania shall have exclusive jurisdiction and venue over (a) any action concerning the enforcement of an arbitration award, or (b) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Service. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction

and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise.

vii. Costs and Fees

Each party shall bear its own costs and attorneys' fees incurred in any arbitration, except as set forth herein, and except that the arbitrator may, in the arbitrator's discretion, award costs and reasonable attorneys' fees to the prevailing party. Notwithstanding the foregoing, if the arbitrator determines that a claim or defense was frivolous or brought in bad faith, or that a party's conduct during the arbitration was dilatory, vexatious, or otherwise unreasonable, the arbitrator shall award the other party its costs, expenses, and reasonable attorneys' fees incurred as a result of such conduct.

In any arbitration arising out of or related to a Claim, the arbitrator shall not award punitive or exemplary damages. In any arbitration arising out of or related to a Claim, the arbitrator shall not award any incidental, indirect, or consequential damages, damages for lost profits, or other equivalent damages. The parties adopt and agree to implement the AAA Optional Appellate Arbitration Rules (as they exist on the effective date of these Terms of Service) with respect to any final award in an arbitration arising out of or related to a Claim.

viii. Prohibition on Joinder and Consolidation

No arbitration shall be joined with any other arbitration proceeding, and there shall be no right or authority for any Claims to be arbitrated on a joint or consolidated basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other claimants, or other persons similarly situated. The arbitrator shall have no power to join any third party to the arbitration without the express written consent of all parties. Any dispute regarding the applicability or enforcement of this joinder prohibition shall be resolved exclusively by the arbitrator.

ix. Confidentiality

The parties shall maintain the confidential nature of the arbitration proceeding, including the hearing, and any decision or award, except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

x. Injunctive Relief

Notwithstanding anything to the contrary, you and Your Plan both agree that you or Your Plan may sue in a court of jurisdiction to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate.

xi. Separability; Enforceability

Except as otherwise stated in this DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER; VENUE section, if any term, clause, or provision of this Arbitration Provision is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this section will remain valid and enforceable. Further, the waivers set forth in this Arbitration Provision are severable from the provisions of these Terms of Service and will remain valid and enforceable, except as prohibited by applicable law. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

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Upon a request by Your Plan, you agree to defend, indemnify and hold harmless Your Plan and its employees, contractors, officers, directors and agents from all liabilities, claims and expenses, including attorneys' fees and disbursements, that arise from your use or misuse of this Site. Your Plan reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Your Plan in asserting any available defenses.

Enforcement by Your Plan

In the event Your Plan determines, that you have violated these Terms, Your Plan shall have the right to immediately remove any materials you have placed on the Site and/or terminate your access to the Site, without prior notice to you, and/or pursue any other remedies available to it under applicable law.

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Updates to terms

Your Plan shall have the right to revise these Terms at any time by updating this posting. By using this Site, you agree to be bound by any such revisions and should therefore periodically visit this Site to determine the then-current Terms to which you are bound.

Last updated: July 2026.