



Website Terms and Conditions

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To access, and sometimes to continue using the website, you may be asked to provide basic identification information such as name, gender, address, phone number, email address, provider number, date of birth, social security number and/or other information to verify your identity and to determine what information can be made available to you. Please read and understand [TriWest's Internet Privacy Statement](#), which is incorporated by reference into these Terms and Conditions, for more information regarding what information TriWest may gather and share.

Occasionally, these Terms and Conditions may change without notice. These changes will be effective and binding as of the notice or the date the changes are posted on TriWest's website, unless a different effective date is specified. If you access our website at any time after such a change in the Terms and Conditions is posted, you will be deemed to have accepted and agreed to all of the revisions.

Protected Health Information

You may have access to Protected Health Information (PHI) as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations. You confirm that you are entitled to such PHI as: a HIPAA Covered Entity, or the Business Associate of a HIPAA Covered

Entity, or as the individual about whom the PHI relates or because such individual has authorized you to have such access. You represent that you shall not allow any user within your control to have access to this website or the information contained herein unless such user's access is consistent with your obligations under HIPAA. Please refer to the [Department of Veterans Affairs \(VA\) Veterans Health Administration Notice of Privacy Practices](#) for more information regarding HIPAA.

Information contained in this system with respect to TriWest is subject to The Privacy Act of 1974 (5 U.S.C. §552, as amended) (the "Privacy Act"). TriWest's websites collect personally identifiable information (PII) from beneficiaries for secure Web portal registration purposes pursuant to The Privacy Act of 1974, 10 U.S.C. §§1074-1086, 32 C.F.R. 119.17 and E.O. 9397 (as amended). In addition to those disclosures generally permitted under §552(a) and (b) of The Privacy Act, this information may specifically be used to verify beneficiary eligibility, provide contracted benefits, authenticate identity, and register beneficiaries of government programs administered by TriWest for the purpose of obtaining medical benefits or other benefits for which they qualify through those programs. Providing personally identifiable information at TriWest's websites is voluntary; however, failure to furnish will result in a lack of access to the secure web portal and website generally.

Some states have restrictions on disclosure of health information to family members to protect the privacy of certain minors and dependent adult family members. These restrictions on disclosure of information may include accessing personal health and medical information through electronic or Internet based services.

Use of Information

TriWest will use your information to process, validate and verify your relationship with TriWest. Only beneficiaries, providers, government partners, and network subcontractors of TriWest will be allowed access to restricted functions of the website. Please review our [Internet Privacy Statement](#) to understand TriWest's practices regarding your privacy in connection with our online services.

TriWest's websites may contain various types of information originating from TriWest or third parties, including outside providers of health-related information or goods and services. TriWest's websites may also contain information about

health issues designed to help you. This information is not meant to replace the advice of health care professionals. If you have specific health care needs, or for complete information about your health care, please contact a doctor or other health care provider.

Using Electronic Signatures

You may use TriWest's website for online access to your personal accounts, TriWest information, TriWest services, educational content and other tools ("Online Services"). You may register to access the Online Services at www.triwest.com.

To conduct Online Services you consent and agree to receive applicable information electronically ("Communications"). Communications may include information that you request, transaction receipts, statements, legal disclosures, notifications and documents requiring your signature. Your consent does not mean that TriWest is required to provide the Communications and TriWest may, at its option, provide the Communications through non-electronic means. Even if you consent to receive the Communications, you can request a paper copy by contacting TriWest. TriWest will not charge you any fees for providing a paper copy. If you wish to withdraw your consent to receive the Communications you may discontinue your use of the Online Services.

You may be given the option to sign certain Communications electronically by engaging in an online process such as clicking "I accept" prior to completing a transaction, checking the appropriate box or as otherwise instructed. You agree that by engaging in such online electronic signature process you are providing your electronic signature and agree to be bound by the terms and conditions contain in the Communications just as if you had signed your name to a paper document. You further agree that TriWest has authority to establish the Online Services for you with the access capability and privileges to manage your online account(s). You agree that you have authority to give instructions and authorize transactions with respect to your TriWest Online Services, including general authority over the movement of your Personal Information between TriWest's applicable Online Services or to TriWest's appointed third parties. You agree that TriWest has full authorization from you to rely and act upon any instructions received from you without further inquiry.

To access the Online Services and to perform certain transactions you will need the ability to use a personal computer equipped with an active connection to an Internet Service Provider, a web browser capable of supporting 128-bit SSL encryption, software which permits you to receive and access Portable Document Format or PDF files, and the ability to download or print agreements and disclosures.

To retain the Communications sent to you electronically for your records, your system must have the ability to either download, print PDF files, or print web pages and embedded HTML files. In order to sign and return certain Communications you must be able to print them. You must have a functioning printer connected to your personal computer or other access device which is able to print the Communications on plain, white 8 ½ x 11 inch paper.

Emails

By providing an email address, you are consenting to TriWest communicating with you via email and sending publications to your email address. You can withdraw your consent to be included in an email mailing list at any time by following the opt-out instructions provided.

The nature of the Internet prevents TriWest from guaranteeing the confidentiality of information received through unsecured websites or via email. TriWest strongly suggests that you not include any PHI, PII or other confidential information should you contact us via email.

Security

You should never provide your online information, sign on identifiers, passwords and/or other authentication measures to a third party. If you do so you authorize that party to access information and/or conduct transactions with TriWest and you are responsible for any resulting transactions. The creation and use of passwords is at your own risk. TriWest will not be liable and will not reimburse you for any losses that may occur as a result of any such use of your information, sign on identifiers, passwords, and/or authentication measures.

You may use TriWest's services for lawful purposes only. You may not obtain or attempt to obtain unauthorized access to any TriWest services or websites, or to any other protected materials or information, through any means not

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TriWest reserves the right to investigate suspected violations of these Terms and Conditions. If TriWest becomes aware of possible violations, we may initiate an investigation that may include gathering information from you or any user involved and the complaining party, if any, and examination of other material. TriWest may suspend the provision of our services temporarily, or we may permanently remove the material involved from our servers, cancel posts, provide warnings to you, or suspend or terminate your access to our services. TriWest will determine what action will be taken in response to a violation on a case-by-case basis, and at our sole discretion. TriWest will fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

Indemnification

You agree, at your own expense, to indemnify, defend and hold harmless TriWest, its officers, directors, employees, agents, licensors, suppliers and any

third party information providers to the website from and against any claim, demand all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your breach of these Terms and Conditions or your violation of applicable laws or any rights of any third party.

You hereby acknowledge that your breach of these Terms and Conditions may result in immediate and irreparable harm to TriWest for which there may be no adequate remedy at law, and that TriWest shall be entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and/or disclosure of information obtained through TriWest's websites. Your breach of the Terms and Conditions may also entitle TriWest to bring an action against you for any and all other remedies available at law or in equity.

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TriWest may assign its rights and delegate its duties under these Terms and Conditions either in whole or in part at any time, at TriWest's sole discretion, and without your consent. You may not assign, sublicense or otherwise transfer your rights or obligations, in whole or in part, under these Terms and Conditions to anyone else.

Entire Agreement

This Agreement constitutes the entire agreement between TriWest and you with respect to your use of www.triwest.com and other TriWest websites. Any cause of action you may have with respect to your use of www.triwest.com and other TriWest websites must be commenced within one (1) year after the claim of cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue

in full force and effect. If any provision of these Terms and Conditions is determined to be invalid, all other provisions will remain in full force and effect.

Thank you for taking the time to review these Terms and Conditions.