



# TASC PURCHASER TERMS OF USE

## GENERAL TERMS OF USE

- All references to "You", "Your", or "Purchaser"
- Welcome
- Account Registration and Services: Unauthorized Use
- Account Information: Identity and Password
- TASC Materials, use and liability
- Termination, Removal of Materials, and Monitoring

## THE TASC AUDIT GUARANTEE

- The TASC Audit Guarantee
- Limits on the TASC Audit Guarantee
- Non Excepted Health Plans – No Audit Guarantee

## FEES AND INVOICING

- Fees and Invoicing
- Invoice in Advance
- Per Participant Per Month Invoicing
- Account Funding

## SERVICE SPECIFIC TERMS OF USE

- Subscription Service Terms – In General
- Documents
- Participant Certifications for Account Based Plans
- Tax Advantaged Account Substantiation Requirement
- Claims Feed
- Continuation Services
- Compliance Subscription Services
- Funded Plans
- Optional TASC HRA Pre-Funding Arrangement

## TASC PRIVACY POLICY

- TASC Privacy Policy Notice
- The Gramm–Leach–Bliley Act
- Red Flag Rules
- Work Area Security
- External Reporting
- Emails
- TASC's Network

## DISPUTE RESOLUTION

- Purchaser Dispute Resolution
- Participant Appeals
- Important Notice Regarding Potential Losses
- Copyright Agent for Claims of Copyright Infringement



# TASC PURCHASER TERMS OF USE

## DISCLAIMERS, LIMITATIONS OF LIABILITY AND NOTICES

- Disclaimers
- TASC Subscription Service
- Territorial Restrictions
- Website Linking and Cautions About Third-Party Information Included in Site
- Applicable Law
- Exports
- Severability and Waiver
- Headings
- Updating Terms
- Phone Recording Notice

## BUSINESS ASSOCIATE AGREEMENT

## GENERAL TERMS OF USE

**All references to "You", "Your", or "Purchaser",** refers to an entity that signed a TASC USA to receive TASC Subscription Services. These Purchaser Terms of Use apply to all purchased TASC Subscription Services. The Purchaser has read and understands these Terms of Use, as well as the Participant Terms of Use, and acknowledges that by using a TASC Subscription Service the Purchaser expressly consents to agreement with these Terms of Use.

**Welcome.** Welcome to TASC (Total Administrative Services Corporation). TASC Subscription Services and TASC website(s) are owned and operated by Total Administrative Services Corporation (TASC). These Terms of Use (the "Terms") contain the terms and conditions upon which TASC is willing to provide you and your Participants access to and use of the TASC websites and all related pages, information, databases, materials, and services (collectively, the "Site"), and governs your use and purchase of any products and services available through the Site (collectively, the "Services"). These Terms form part of binding the agreement between you and TASC. If you do not agree to be bound by these Terms, you and your Participants may not access or use the Site or the Services. Use of the Site or purchase or use of the Services indicates your acceptance of these Terms and TASC's Website Privacy Statement. Please scroll down through these Terms to review important provisions regarding dispute resolution, limitation of liability, waivers, indemnities, and other important topics.

If you have questions regarding these Terms, please contact TASC at (800) 422-4661.

**Account Registration and Services: Unauthorized Use.** To use the TASC website, you must register through the Site and have an existing relationship with TASC.

**Account Information: Identity and Password.** Accounts may not be transferred, sold, or used by any other party without the express permission of TASC. You agree that any information you provide to TASC, whether through the Account registration process or otherwise, including, without limitation, passwords, usernames, login ID's, business profiles, credit card information, financial information, and any other Participant personally identifiable information whether through questionnaires, registration forms, or other information requests ("Account Information"), will be true, accurate, current, and complete. You agree not to provide Account Information that is false, inaccurate, misleading, or fraudulent. You agree to provide TASC with any information reasonably requested by TASC related to the provision of the Services and necessary for administration of the Account.

You are solely responsible for all transactions and transmissions that occur through the use of your Account Information, and it is your responsibility to maintain and promptly update your Account Information. You agree that TASC is not liable to you or any third party for damages or losses related to the accuracy or disclosure to TASC of your Account Information. It is your responsibility to maintain the confidentiality of your Account Information. TASC requires that you agree not to share your Account Information with another person or entity, nor allow another person to use your Account Information. If you believe that someone has used your Account Information to access any TASC services without your authorization, please contact TASC immediately.

You agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false e-mail or other headers, or otherwise conceal your identity from TASC for any purpose. If you believe that someone has used your Account Information to access the Site or use or purchase the Services without your authorization, please contact us immediately at (800) 422-4661.



# TASC PURCHASER TERMS OF USE

**TASC Materials, use and liability.** TASC or its content providers own all of the content, materials, and other intellectual property related to the Site and the Services, including without limit all text, graphics, photographs, music, data, images, audio and video clips, software, names, button icons, logos, images, designs, titles, words or phrases, page headers, service names, trademarks, patents, and copyrights (collectively, "Materials"). You have no rights to the Materials, except as expressly set forth in these Terms. Any use of the Materials, except as permitted by these Terms, is expressly prohibited. The Purchaser will remunerate TASC for monetary gains obtained for any misuse of TASC Materials, such as the sale for profit to any third party.

The contents and use of the Site (including TASC's name and the logos and software used in the Site) are registered and/or protected by U.S. and international copyright, trademark, and other laws. You agree to retain all copyright and other proprietary notices contained in the Site or the Services. You may not delete or change any copyright or trademark notices, and cannot alter or modify the content in any manner without the express written permission of TASC.

**You further agree that you may not:**

- i. use the Site to transmit, copy, reproduce, republish, upload, post, transmit, e-mail, or distribute in any way material or content that infringes any copyright, trademark, proprietary, or other right of any party or that violates these Terms;
- ii. copy (except as set forth above for noncommercial personal use), modify, distribute, create any derivative or compilation work from, or display TASC's name or logo, or any text, graphic images, or other content from the Site or redeliver such content using framing or similar technology;
- iii. use any device designed to provide repeated automated access to any Site other than those made generally available by TASC;
- iv. include any TASC trademarked materials, the name of any TASC personnel, or any variation of these items as a metatag or hidden textual element, or in any other fashion that may create a false or misleading impression of affiliation, sponsorship, or endorsement between TASC and you, any other party, or any other website, or otherwise use these items without TASC's express written permission;
- v. collect, harvest, or store personal data about other users of the Site or the Services;
- vi. upload, e-mail or otherwise transmit to TASC or through the Site or any TASC computer network any of the following: a sexually-explicit image or statement; advertising, promotional, or other unauthorized communication, including without limitation, "junk mail," surveys, unsolicited e-mail, "spam," "chain letters," "pyramid schemes," or other inappropriate or prohibited materials; and any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs, or any other computer code, files or programs that might interrupt, limit or interfere with, damage, surreptitiously intercept or expropriate any system, data or information related to the Site or any computer software, hardware or communications equipment that is owned, leased or used by TASC; or
- vii. create a link to the Site without TASC's prior written permission;
- viii. use the Site or Services to post or transmit any threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;
- ix. use any robot, spider, scraper, or any other automated means to access the Site or the Services for any purpose without TASC's express written permission; or
- x. forge any TCP/IP packet header or any part of the header information in any email or posting; or
- xi. take any action that imposes, or may impose, in TASC's sole discretion, an unreasonable or disproportionately large load on the TASC infrastructure; or
- xii. interfere or attempt to interfere with the proper working of the Site, the Services, or any activities conducted on the Site; or



# TASC PURCHASER TERMS OF USE

- xiii. bypass measures used by TASC to prevent or restrict access to the Site or the Services, violate or attempt to violate the security or authentication measures of the system, or attempt to prove, scan, or test the vulnerability of a system or network without proper written authorization from TASC.

TASC reserves the right to disclose the identity of anyone posting or transmitting any information or materials violating the above prohibitions to law enforcement authorities or pursuant to any court order requesting or directing TASC to disclose such information.

**Termination, Removal of Materials, and Monitoring.** You agree that TASC may terminate, restrict, or suspend part or all of your license to access the Site and your Account, or delete any content transmitted to or through the Site and to your Account, at any time, at its sole discretion, without prior notice to you and without any liability to you. TASC also reserves the right to take any action relating to user-submitted information that it deems necessary or appropriate if such information, as determined in TASC's sole discretion, may create liability for TASC, its agents or its contractors, or may affect TASC's business relationships or contracts with its agents or its contractors. TASC further reserves the right to remove any materials that are defamatory, abusive, illegal, harassing, immoral, disruptive, or do not conform to these Terms - though TASC shall be under no affirmative obligation to monitor any of the foregoing or to otherwise screen or monitor any communications or information prior to its posting. You agree TASC has the right, but is not obligated, to monitor your use of the Site and Account and any communications made by you related to such use in any manner; and you release TASC from any liability related to its monitoring activities. If TASC denies you access to the Site or your Account, you agree to destroy all materials obtained from the Site and all copies of those materials with the exception of your Account Information. You acknowledge that, upon termination, TASC may immediately deactivate or delete your Account and all related information and files in the account and bar you from further access to the files, the Site, the Services, and your Account.

## THE TASC AUDIT GUARANTEE

**The TASC Audit Guarantee.** TASC provides an Audit Guarantee where TASC will assume financial responsibility for any penalty and/or interest charged as a result of an audit requiring the payment of federal, state, Social Security or Medicare taxes as it pertains to a TASC Subscription Service. TASC will also assume financial responsibility for any penalty issued by the Internal Revenue Service or Department of Labor as it pertains to a TASC Subscription Service. The amount or reimbursement under the Audit Guarantee is – OR – is not subject to the limitations in liability stated in the TASC USA.

**Limits on the TASC Audit Guarantee.** The Purchaser further understands and acknowledges that the Audit Guarantee for any penalty and/or interest charged as a result of an audit requiring the payment of federal, state, Social Security or Medicare taxes as it pertains to a TASC Subscription Service and any penalty issued by the Internal Revenue Service or Department of Labor as it pertains to a TASC Subscription Service, is only in effect when the Purchaser adheres to proper Plan procedures spelled out in the Service Manuals and other TASC communications, and that the Audit Guarantee will not cover any penalties or taxes for items that are not assigned to TASC under the terms of a Subscription Service. The TASC Audit Guarantee will not cover taxes or penalties resulting from items that are not under TASC's control, such as the use of documents created by third parties, exceptions made to standard practices by the Purchaser, factual findings such as whether an actual employment relationship exists, or nonstandard service parameters that were set up at the direction of the Purchaser. The Purchaser is responsible for the payment of any fines and penalties which may arise in connection with any delinquent items, unless the delinquency was caused by TASC's negligence or failure to perform a required duty as defined and limited in the Service Manuals and other TASC communications, and the Purchaser delivered to TASC all of the necessary information and data needed for TASC to timely perform the duty, which may vary depending on the nature of the duty and in any event will not be less than fifteen (15) business days prior to the due date.

The Purchaser will cooperate and provide all data needed for TASC to complete a discrimination assessment, sometimes referred to as the 33% test. This is not "Discrimination Testing" as defined by the IRS. It is an assessment TASC completes to assess its risk under the Audit Guarantee. If the results of the discrimination assessment are not favorable TASC recommends the TASC Discrimination Testing Service. TASC may require the Purchaser modify any service parameters to maintain the Audit Guarantee.

**Non Excepted Health Plans – No Audit Guarantee.** A Purchaser who offers a non-excepted health plan (one that fails to meet the requirements defined by 45 CFR 146, 29 CFR 2590) is responsible for ensuring the Plan meets all applicable regulations for non-excepted health plans. The additional requirements are not provided by TASC and the non-excepted health plan is not covered under the Audit Guarantee.



# TASC PURCHASER TERMS OF USE

## FEES AND INVOICING

**Fees and Invoicing.** TASC will invoice Purchasers in accordance with its customary procedures, as amended from time to time. TASC can terminate access to its Site and Services for non-payment or violation of those procedures. TASC will provide detailed invoicing instructions at the time of the purchase and on request. TASC will collect reasonable attorney's fees associated with the collection of unpaid fees. TASC invoices in advance.

**Per Participant Per Month Invoicing.** For account based services, TASC fees are calculated on the number of known Participants at the time the invoice is generated, subject to a minimum administrative fee. A Participant is anyone who has elected to participate in a TASC account. A Participant remains a Participant from the time of election to the date they are no longer allowed access to submit activity (such as the end of the run out period to submit claims).

**Account Funding.** TASC will monitor the funding of accounts monthly as well as quarterly to ensure that funding amounts are not going into arrears due to high claim reimbursement volumes, at which time TASC will require additional funding. At the end of any Service or Plan Year (within the Plan run-out end), TASC will provide a forfeiture report of past year claims versus funding received. If the account has a positive balance, Purchaser's will have the choice to receive a refund for that amount or to apply it to the current years funding. Should the account be in arrears at that time, TASC will invoice the Purchaser.

## SERVICE SPECIFIC TERMS OF USE

**Subscription Service Terms – In General.** TASC will monitor the funding of accounts monthly as well as quarterly to ensure that funding amounts are not going into arrears due to high claim reimbursement volumes, at which time TASC will require additional funding. At the end of any Service or Plan Year (within the Plan run-out end), TASC will provide a forfeiture report of past year claims versus funding received. If the account has a positive balance, Purchaser's will have the choice to receive a refund for that amount or to apply it to the current years funding. Should the account be in arrears at that time, TASC will invoice the Purchaser.

**Documents.** The Purchaser understands that documents made available by TASC are lawyer authored boilerplate legal documents designed to fulfill specific compliance requirements, such as Plan Documents/Summary Plan Descriptions when applicable. Customization is limited to a standard set of required fields. These documents may not meet the needs of Purchasers with a complex plan design and/or funding arrangements, or those requiring customization above and beyond the standard set of required fields. TASC recommends said Purchaser contact legal counsel to draft specific terms to meet their needs. This can be done by amendment that is attached to the TASC documents.

**Participant Certifications for Account Based Services.** The following terms apply to Participants who are enrolled in a TASC Account Based Service including but not limited to, Flexible Spending Accounts, Health Reimbursement Arrangements (HRAs), Health Savings Accounts (HSA). The Purchaser agrees that the following Participant Certifications are necessary legal requirements for the use of a tax advantaged account services for all Participants. By using the TASC tax advantaged account Subscription Service, the Participant agrees to the statements below, which are made in advance of any use, and at each time the Participant submits a reimbursement request.

**Participant Certification.** The Participant understands and certifies that each expense submitted for reimbursement has actually been incurred and has not previously been reimbursed (i.e., there is no "double-dipping"), and reimbursement will not be sought from any other source, such as another health plan for medical tax advantaged account services.

**Double Dipping.** It is the Participant's responsibility to make sure that any funds received tax free from a TASC Subscription Service are not claimed or deducted in any other form, manner, or under any program. Generally, any tax free tem can only be deducted once.

**Participant Certification.** The Participant understands and certifies that upon enrollment in a TASC Subscription Service that includes the use of a TASC Debit Card, for the immediate service year and any service year thereafter, that the card will only be used for legitimate eligible expenses, limited to persons eligible for reimbursement. This Certification is printed on the back of the TASC Debit Card and reaffirmed each time the TASC Debit Card is used. The Participant acknowledges that the TASC Debit Card will be shut off and should not be used after the Participant's termination of employment.



# TASC PURCHASER TERMS OF USE

Example. A Participant who enrolls in a health FSA or HRA will limit the use of a TASC Debit Card, to eligible medical care expenses defined by the IRS in § 213(d) of the Insurance Code, limited to the employee and the employee's spouse and dependents. (TASC will provide detail on items allowed for each type of Subscription Service.)

**Tax Advantaged Account Substantiation Requirement.** All claims for tax advantaged account plans, other than substantiated copayments, recurring medical expenses, debit card charges substantiated in real time through an inventory information approval system, or through other means compliant with Internal Revenue Service regulations, must be substantiated by independent third-party information prior to claim payment. If, at any point, the Purchaser makes the decision to adjudicate claims, all claims and substantiation submitted to TASC by Participants shall be forwarded to the Purchaser for review prior to payment of the claim by TASC. If the Purchaser does not reject the claim within three (3) business days of receiving the forwarded claim, TASC shall pay the claim.

**Claims Feed.** If a claim feed is elected by the Purchaser, the Purchaser appoints TASC and/or its subcontractors or agents to act as an authorized agent for purposes of receiving and/or retrieving electronic reports/responses ("Claim Feed Information") from the insurance carrier(s) or third party administrator as directed by the Purchaser.

**Continuation Services.** TASC does not have the discretion to allow any exceptions to legally established deadlines under federal or state continuation. TASC will retain the two percent (2 %) administrative fee charged to Participants for continuing coverage.

TASC will have no liability for an excise tax for the failure to send any required COBRA notices until fourteen (14) days after complete data necessary for TASC to issue the notice has been provided to TASC in a mutually approved format.

Purchasers who have individual rated premium will need to send to TASC the actual individual rates billed by the insurer for each person who is covered under the Plan (Participant, covered spouse and dependents as indicated on the carriers itemized bill) on the day before a COBRA Qualifying Event. The Purchaser will notify TASC of any mid-year premium rate changes applicable to the COBRA Qualified Beneficiaries premium, for example reaching a new age band.

**Compliance Subscription Services.** TASC provides a specific set of Compliance Subscription Services in accordance with applicable laws, using data and information provided by the Purchaser. The Purchaser understands that the Compliance Subscription Services are nondiscretionary, directed Services that are specifically designed to accommodate welfare benefit plans that qualify as single Purchaser plans ("SEPs"). All legal determinations regarding the Compliance Subscription Service(s) are made by the Purchaser, by way of examples:

- The determination of whether the Purchaser's Participants can be included in a single plan document or multiple plan documents,
- The number of Form 5500s due, and the decision on filing delinquent returns, and
- 'Control group' status under applicable IRS regulations.

The Purchaser understands that Compliance Subscription Services can only be correctly accomplished and will only reach the desired outcome when there is real-time cooperation between the Parties. For example, FMLA Services require a host of timely notices concerning Participant absences that cannot be sent without the Purchaser's involvement and diligence.

The Purchaser is responsible for the payment of any fines and penalties which may arise in connection with any delinquent items, unless the delinquency was caused by TASC's negligence or failure to perform a required duty as defined and limited in the Service Manuals and other TASC communications, and the Purchaser delivered to TASC all of the necessary information and data needed for TASC to timely perform the duty, which may vary depending on the nature of the duty and in any event will not be less than fifteen (15) business days prior to the due date.

**Funded Plans.** The Purchaser acknowledges that TASC is not acting as a trustee, custodian, or investment advisor for a Health Savings Account (HSA) or Funded HRA Accounts, and is not acting as such. TASC is only acting as a "record-keeper" with respect to the accounts, in a manner that does not require any federal or state license. TASC provides Subscription Services under an agreement with one or more third party financial institutions that serve as custodian and trustee of the funds ("Custodian"), or provide investment options for accountholders. The Custodian and Investment Advisors under federal and state law, and not TASC, are responsible for claims, damages or liabilities arising from failure of Custodian or Investment Advisors to perform its obligations or provide resources as required by its agreement with TASC and its accountholders. The Purchaser acknowledges that TASC may, from time to time, change the Custodian and may subcontract other aspects of its performance. TASC may not, however, require any accountholders to close an HSA with the then-current Custodian.

TASC shall have no responsibility with respect to contributions made by the Purchaser, Participant, other contributor, or transferor, other than to allocate the contributions in accordance with clear instructions received from the Purchaser, Participants, other contributor or transferor. TASC shall have no obligation to take affirmative actions to collect monies paid as contributions, such as, by way of example, to pursue a check or electronic payment transfer that does not clear.



# TASC PURCHASER TERMS OF USE

**Optional TASC HRA Pre-Funding Arrangement.** TASC allows Purchasers to advance claim payments to Participants before the full reimbursement amount is present in the Participant's account. TASC, not the Purchaser, fronts the necessary funds to reimburse Participant claims. This allows TASC to reimburse Participant claims on a daily basis. A Funding Arrangement amount based on an estimated utilization factor is established at the beginning of each Plan Year. The utilization factor varies depending on the benefits offered and is designed as a floor amount, thus allowing the Purchaser a way to establish their personal comfort level related to Plan risk. Once established, this set monthly amount is transferred from the Purchaser's account directly to TASC via ACH debit. These funds are used to reimburse Participant requests for reimbursement.

## TASC PRIVACY POLICY

**TASC Privacy Policy Notice.** TASC reserves the right to use any data received, created, stored or transmitted in any manner that does not violate the Participant's rights under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), or any state privacy or identity theft law.

TASC takes Purchaser and Participant privacy very seriously. We share a commitment to protect the privacy and the confidentiality of all personal information, banking information, and protected health information. The information TASC collects and the extent to which it is used will vary depending on the service involved. We collect only the information necessary to consistently deliver responsive services to Purchaser and Participant. Information collected may include, but is not necessarily limited to, the following: name, address, phone number, social security number, age, sex, information regarding your assets and income, employment status, dependent information, and other information provided on plan applications and related forms. TASC also maintains information about Purchaser and Participant relationships, such as payment history and account balances.

The information above may be obtained from Purchaser and Participant using various methods which may include information in writing or e-mail, during telephone or internet transactions, or from data gathering software when you are completing information on the TASC website. Non-public personal information may also be collected through Purchaser and Participant transactions with our contracted representatives, affiliates, and others.

TASC has implemented and maintains physical, electronic, and procedural safeguards to protect non-public personal financial information. TASC will only use and share your non-public personal financial information to the extent minimally necessary and only with those Participants who use your information as a means to service your account. They are required to respect the confidentiality of all Purchaser information. TASC requires each unaffiliated third party under contract to assist in servicing your account to agree to abide by safeguards and privacy standards that are the same or substantially similar to those followed by TASC.

The privacy and security of your non-public personal financial information will be maintained beyond the termination of your relationship with TASC.

TASC may share any of your non-public personal and financial information with affiliated and unaffiliated third parties as otherwise permitted or required by law. For example, TASC may share your information to protect against or prevent fraud, or in response to a subpoena, court order, judicial process, or regulatory authorities. TASC may share information about Purchaser and Participant with our service providers, affiliates, and representatives to help service your accounts. TASC service providers, affiliates, and representatives may include TASC contracted Providers, and Wholesale and Association accounts. The information provided to these service providers, affiliates, and representatives may include the categories of information described above, and is limited to the information that TASC deems appropriate for these third parties to carry out their functions.

**The Gramm-Leach-Bliley Act.** The Gramm-Leach-Bliley Act limits the disclosure of your "nonpublic information" (NPI) to that as necessary for processing or administering card transactions. For example, disclosing nonpublic information to service providers who perform administrative activities for your account.

TASC is required to disclose certain types of information-sharing, including disclosures for purposes of preventing fraud, responding to judicial process or a subpoena, or complying with federal, state, or local laws. TASC would need assurances from any nonaffiliated party receiving NPI that they will not further disclose the NPI for any reason. TASC does not share any nonpublic information for marketing purposes, credit verification, or any other reason not stated in this Notice.

**Red Flag Rules.** TASC has implemented an 'Identity Theft Prevention Program' designed to detect the warning signs, or "red flags" in day-to-day operations, take steps to prevent ID theft, and mitigate the damage it inflicts. The program includes reasonable policies and procedures to identify the red flags of identity theft that TASC may run across in the day-to-day operation of its business.



# TASC PURCHASER TERMS OF USE

TASC's written Identity Theft Protection Program related to the Red Flags Rule focuses on the protection of Personal Identifiable Information (PII). PII is information which can be used to distinguish or trace an individual's identity, such as their name, social security number, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, etc.

- When a Participant changes their username or password, they will receive an email to the email address TASC has on file. When a Participant changes their direct deposit information, an email is sent to the email address on file.
- TASC completes a standard verification on every call. When a caller has been transferred to another TASC employee then the standard verification process will be repeated. The caller will be asked to provide three verification items such as their name, address, employer name, their email address, and other relevant information such as the callers annual election for an account based service.

**Work Area Security.** During work hours, paperwork containing non-public Personal Identifiable Information (PII), Protected Health Information (PHI) as defined by federal privacy law, and other sensitive items are secured providing protection against unauthorized access. Paperwork of this nature is kept in locked cabinets, drawers, or locked rooms, used as needed, and returned to the secure area when done with use. Paperwork containing PII, PHI or other sensitive items is locked in secured areas at the end of the workday. Computers are locked when TASC Employees are away from their work area, and shut down at the end of each workday. TASC's computer system is programmed to automatically lock a user's PC if it has been idle for 15 minutes. Login and password are required to re-access systems.

**External Reporting.** TASC has worked to mask personal identifiable information and limits information to the minimum necessary on reports that are sent externally.

**Emails.** TASC has implemented secure email software. All TASC Employees have been trained on the use of this encryption tool. All emails that contain PII, PHI or other sensitive items are sent using TASC's secure email system.

**TASC's Network.** TASC's network is protected through a multi-layered approach to security including firewalls, encryption, intrusion detection, packet filtering and anti-virus software. TASC's data center is housed in a secure environment and access is limited to only those TASC Employees with a need to have access.

## DISPUTE RESOLUTION

**Purchaser Dispute Resolution.** All Purchaser disputes, claims, or controversies ("Claims") arising under or relating to these Terms, the Site, or the Services that cannot be resolved informally, can be resolved by the dispute process described herein. All disputes considered under these Terms of Use must be made in writing, mailed to

Total Administrative Services Corporation  
2302 International Lane, Madison, WI 53704  
www.tasconline.com

The parties acknowledge:

- Time is of the essence in the resolution of conflicts. The parties shall act expeditiously to resolve any conflict.
- At TASC's sole discretion, where TASC Fees and required funding continue to be provided by the Purchaser, TASC may continue to carry out its responsibilities which are not affected by the conflict.
- This dispute process will not affect either Party's rights under the TASC USA, including a request for binding arbitration or the filing of an action in court.

Upon receiving a written dispute, the TASC Account Manager (if one is assigned) or TASC Resolution Specialist will research the facts and circumstances related to the dispute. TASC strives to complete these investigations within ten (10) business days, which may be lesser or greater depending on the nature of the complaint. If the Account Manager or TASC Resolution Specialist cannot resolve your dispute, based on an agreement related to the facts discovered, the matter will be elevated to the TASC Legal Department or an Executive Vice President. If a resolution is not completed, and there are reasonable questions remaining, TASC at its discretion may present the dispute to the Chief Operating Officer or President for input.





# TASC PURCHASER TERMS OF USE

**Participant Appeals.** The Purchaser ultimately decides if a Participant Appeal is approved or denied. TASC's role is to send facts pertinent to the case, provide guidance and assure the Participant is notified within 60 days of submitting the appeal.

If the initial review of the facts show a valid reason to allow the request without making an exception to any state or federal rules governing the service, and are within the parameters spelled out in the governing documents, such as the mailbox rule for a late payment, then TASC can approve and carry through with the action requested. This is only done when the facts are clear that the requested action is within the rules. TASC will not make exceptions to established rules, service protocols or any law or regulation.

All requests for exceptions are sent to the Purchaser for a determination. TASC does not approve any requests for exceptions.

TASC will follow the Department of Labor Adverse Determination rules spelled out under [29 CFR 2560.503-1 Claims procedure](#).

**Important Notice Regarding Potential Losses:** TASC recommends you receive sign off from your insurer(s) or stop loss carrier before you approve an appeal (or allow an exception) to any enrollment request. If you approve an appeal (or allow an exception) and your insurer(s) or stop loss carrier does not agree with your decision, then there can be losses and claims liability. TASC is not responsible and will not share in any liability for any loss or claim that results from an approved appeal or allowed exception that is not honored by your carrier(s).

**Copyright Agent for Claims of Copyright Infringement.** Pursuant to the Digital Millennium Copyright Act, TASC designates the agent below to receive notifications of claimed copyright infringement. If you reasonably believe that your work has been copied in a way that constitutes copyright infringement, please provide TASC's designated agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on any Site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the information included in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.
- TASC's designated agent for notification may be contacted at:

By Mail: Total Administrative Services Corporation  
Compliance Department  
2302 International Lane  
Madison, WI 53704

By Phone: 800-422-4661

By Fax: 608-661-9626 - Attn: TASC Compliance Department

## DISCLAIMERS, LIMITATIONS OF LIABILITY AND NOTICES

**Disclaimers.** In using the TASC Subscription Service and Website you acknowledge and accept that there are risks, including, without limitation, the risk of harm of people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through use of the TASC Subscription Service and Website and other parties that use the Site or your Account Information for unauthorized or illegal purposes.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ALL INFORMATION, SERVICES, SOFTWARE AND CONTENT AVAILABLE THROUGH THE SITE, AND THE SITE ITSELF, ARE FURNISHED FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND ARE FURNISHED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY IMPLIED OR EXPRESSED WARRANTY OF ANY KIND (INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, SECURITY, CORRECTNESS AND NON-INFRINGEMENT). TASC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND SUPPLIERS (COLLECTIVELY THE "TASC PARTIES") MAKE NO REPRESENTATION OR WARRANTY REGARDING, ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY FOR, THE CONTINUED AVAILABILITY,



# TASC PURCHASER TERMS OF USE

RELIABILITY, ACCURACY, RESULTS OR PERFORMANCE OF THE SITE OR ANY MATERIAL ON THE SITE, THE PERFORMANCE OF THE INTERNET, THE DOWNLOADING COMPATIBILITY OF ANY MATERIALS OR SOFTWARE WITH YOUR COMPUTER SYSTEM, THE EXISTENCE OF ANY VIRUS, WORM, MALICIOUS CODE OR OTHER DISABLING DEVICE FROM ANY SOURCE, THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION BY A PARTY OTHER THAN TASC, ANY TECHNICAL FAILURES (INCLUDING HARDWARE OR SOFTWARE FAILURES), INCOMPLETE, SCRAMBLED, OR DELAYED COMPUTER TRANSMISSIONS, AND/OR TECHNICAL INACCURACIES, OR LOSS OR USE OF DATA, AS WELL AS UNAUTHORIZED ACCESS OF USER TRANSMISSIONS BY THIRD PARTIES ARISING OUT OF OR RELATED TO THESE TERMS. NO ONE IS AUTHORIZED TO MAKE ANY WARRANTY ON TASC'S BEHALF, AND YOU CANNOT RELY ON ANY OTHER STATEMENT OF WARRANTY. YOU ASSUME RESPONSIBILITY FOR THE ACCURACY, APPROPRIATENESS, AND LEGALITY OF ANY INFORMATION YOU SUPPLY TO TASC.

YOU AGREE THAT THE TASC PARTIES ARE NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. IN NO EVENT SHALL THE TASC PARTIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES), WHETHER IN CONTRACT, TORT, TRESPASS OR OTHERWISE EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO TASC TO PURCHASE THE PARTICULAR PRODUCTS OR SERVICES WHICH FORM THE BASIS OF YOUR CLAIM, THE AMOUNTS PAID BY YOU TO TASC TO PURCHASE PRODUCTS OR SERVICES IN THE THREE (3) MONTHS PRECEDING ANY CLAIM WHERE YOUR CLAIM DOES NOT RELATE TO PRODUCTS OR SERVICES PURCHASED, OR \$100 IF YOU HAVE NOT PAID ANY AMOUNTS TO TASC. IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE WAIVER OF CERTAIN WARRANTIES, OR LIMITATIONS OR DAMAGES WAIVERS DESCRIBED IN THIS SECTION, SOME OF THESE WAIVERS AND LIMITATIONS MAY NOT APPLY TO YOU. YOU AGREE TO PROMPTLY NOTIFY TASC IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST THE TASC PARTIES, AND, IN ANY EVENT, YOU AGREE THAT ANY CLAIM NOT BROUGHT WITHIN ONE YEAR OF YOUR DISCOVERY SHALL BE DEEMED WAIVED AND RELEASED.

**TASC Subscription Service.** TASC is a Service Provider for financial tools for business owners to manage their employee benefit plans through the Internet. The Site provides registered users with easy and cost-effective management of health, financial, and a variety of other employee benefit programs. As a Service Provider, TASC does not provide financial, legal, tax, or medical advice regarding any employee benefit programs or otherwise. Content regarding various life events and financial, legal, or tax concerns is provided for informational purposes only, and is not intended to be personalized or professional advice. Please consult with your financial, investment, legal, or tax advisor regarding the applicability of such content to you and its impact on your choice of benefit plans. If you have a dispute with a benefit plan, its provider, or a beneficiary of a benefit plan, you must deal directly with that person or entity. Unless otherwise prohibited by applicable law, you release TASC from and waive any and all claims, demands, and causes of action of every kind and nature, known and unknown, which exist or hereafter arise against TASC related in any way to the choice of plan, the scope, type, or quality of benefit offered by the plan, or the actions of any third party provider under any plan.

**Territorial Restrictions.** TASC Subscription Services are intended for all Purchasers who have an ongoing business presence in the United States, however TASC Subscription Services may not be available in all jurisdictions due to local and state laws.

**Website Linking and Cautions About Third-Party Information Included in Site.** For your general informational use only, TASC may provide access to third party websites. These links will allow you to leave the Site. The linked sites are not under the control of TASC and TASC is not responsible for the contents of any linked site. By providing access to other websites, TASC is not recommending or supporting any third party, is not recommending the purchase or sale of any products or services of a third party, and is not endorsing or acknowledging that it is affiliated with any website's sponsoring organization.

TASC is not obligated to maintain, verify, update or post any corrections to such third party information for any reason. Nothing in the Site referencing any third parties with whom TASC conducts business, and nothing in these Terms, shall be deemed to create any agency relationship, affiliation, or sponsorship among TASC and such third parties or you, or make the third parties or you partners or joint ventures with TASC, or otherwise provide you or any third parties with any rights to act on TASC's behalf. TASC does not represent or guarantee the truthfulness, accuracy, completeness, timeliness, authorship, suitability of content, or reliability of communications posted by third parties, nor does TASC endorse any opinions expressed by users or any third parties using the Site. Consequently, you agree that TASC does not guarantee, and is not liable to you for any third party content.



# TASC PURCHASER TERMS OF USE

**Applicable Law.** TASC controls and operates the Site from its offices within the State of Wisconsin in the United States. If you choose to access the Site from other locations, you do so at your own risk and initiative and are responsible for compliance with any applicable local laws and regulations. You agree that the laws of the State of Wisconsin (excluding any choice of law rules) govern your rights and obligations relating to TASC and your use of the Site.

Purchaser acknowledges that TASC Subscription Services are subject to a variety of State and Federal laws and regulations, and TASC is under contract to provide services that comply with these State and Federal laws and regulations. Purchaser hereby agrees that he/she will not intentionally use any TASC Subscription Service in a manner that violates any State or Federal laws. TASC will report any illegal activity to the appropriate authorities and assist in prosecution to the extent allowed by law.

**Exports.** You agree to comply with all United States export laws and regulations. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation. You acknowledge that export of the products or services and any related documentation, in whole or part, contrary to United States law is prohibited. You agree that no part of the products or services available through the Site, either in whole or part, is being acquired for shipment, transfer, or re-export, directly or indirectly, to proscribed, embargoed, or prohibited countries or their nationals, denied destinations, or for prohibited activities or for weapons.

**Severability and Waiver.** If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

No failure to exercise and no delay in exercising, by TASC, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by TASC of a breach of any provision of these Terms shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the Terms unless and until agreed to in writing by TASC.

**Headings.** The headings of the sections in these Terms are strictly for convenience and shall not in any way be construed as amplifying or limiting any of these Terms.

**Updating Terms.** TASC reserves the right, to change, delete, or update the Terms or other policies that govern use of the TASC Subscription Service or Site or the Account at its discretion, at any time, for any reason, without notice, including the right to terminate the Services, any part of the Services, or the Account. Any amendments and modifications by TASC will be prospective only, and unless otherwise provided in this Agreement, will be effective upon being posted on the Site. TASC encourages you to review these Terms periodically for updates and changes. Your continued access or use of the Site or the Account shall be deemed acceptance of all changes.

These Terms govern your use of the Site and all Services available on the Site, except to the extent such Services or other areas of the Site are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to you on the Site. Any such Agreements accompany the applicable Services or are listed in association with or through a hyperlink associated with the applicable Services. Except as may be expressly provided in additional terms of use for specific areas of the Site or the above-referenced agreements, these Terms constitute the entire agreement between you and TASC with respect to the use of the Site or the Account.

**Phone Recording Notice.** For purposes of quality assurance and compliance, TASC records calls from Purchasers and Participants. TASC may record incoming and outgoing calls from any TASC telephone line.



# TASC PURCHASER TERMS OF USE

## BUSINESS ASSOCIATE AGREEMENT - *(Retain for your records)*

### RECITALS

**WHEREAS**, Covered Entity is a group health plan ("Plan") and wishes to engage the services of Business Associate with respect to certain administrative aspects of the Plan as more specifically set forth in the TASC USA;

**WHEREAS**, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the TASC USA, some of which may constitute Protected Health Information ("PHI") (defined below).

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the TASC USA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

**WHEREAS**, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

The general terms and conditions attached hereto are incorporated herein and deemed part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first written above.

**BUSINESS ASSOCIATE:**

**TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC)**

By: 

Print Name: Richard Jones, Esq.

Title: Staff Attorney