

IMPORTANT MEMBER NOTICE AND DISCLAIMER FOR GRANTING HEALTH CARE DATA ACCESS TO THIRD PARTY HEALTH APPLICATIONS OR ‘APPS’

You have the right to access your health information maintained by Paramount (“we”, “us”, “our”) and to request that we transmit your health information to a third party health app of your choosing. This Notice and Disclaimer provides you with information about connecting to third party health apps, and clarifies Paramount’s limited responsibilities when you ask us to share your health data. BY GRANTING HEALTH DATA ACCESS TO A THIRD PARTY HEALTH APP, YOU AGREE TO THIS ENTIRE NOTICE AND DISCLAIMER.

Patient Education: For educational materials about security and privacy considerations for your health data when connecting to a third party health app, please refer to our [Member Education Materials](#). By proceeding, you acknowledge and agree that you have read and understand all Member Education Materials and accept all risks described within.

Third Party Apps Are Not Bound By HIPAA: You acknowledge and agree that third party health app developers are generally not bound by HIPAA and that connecting to a third party health app is at your own risk. Such health apps typically do not have the same security and privacy obligations Paramount has under HIPAA.

Security Of Paramount Health Information Systems: The law requires us to comply with your data connection request unless the health app you choose poses an unacceptable level of risk to the security of protected health information in our systems. Health apps on our “pre-approved” list have already been reviewed and may be used immediately. If you choose a health app not found on the list, you acknowledge that Paramount will need time to review the security of the health app to ensure the safety of your health information. We have no responsibility to you if your selected health app does not meet our security requirements and we deny the connection request.

No Guarantee Of Security Or Privacy On Any Health App: Paramount follows all CMS requirements and recommendations when it comes to protecting the security and privacy of your health data: however Paramount cannot guarantee the security and/or privacy of your health data once it has been transferred to a third party of your choosing. Paramount cannot require any minimum privacy commitments and security measures from health app developers on your behalf. You must make an informed decision and we will comply, as long as the health app does not place Paramount’s system security at risk. It is your sole responsibility to understand whether and how the health app and developer will secure and maintain the privacy of your health information. PARAMOUNT HOLDS NO RESPONSIBILITY TO YOU OR ANYONE IF YOU FAIL TO INFORM YOURSELF OF, OR UNDERSTAND, THE HEALTH APP’S SECURITY OR PRIVACY TERMS.

Privacy Attestation; Connection Cancellation: Paramount is committed to assisting our members in making the best possible choices when selecting a third-party health app developer to retrieve and manage your health data. Paramount may ask health app developers to attest that certain practices are disclosed in their privacy policies. If the operator does not respond to our questions, we may (1) alert you to this fact, (2) advise you to reconsider using the health app or

to exercise caution, and (3) provide you a limited time window to cancel your data sharing request. SHOULD YOU NOT CANCEL YOUR DATA CONNECTION REQUEST WITHIN THE DESIGNATED TIME FRAME, PARAMOUNT WILL NOT BE HELD RESPONSIBLE FOR SHARING YOUR HEALTH DATA.

Suspension Of Access: If Paramount determines that maintaining a connection with the health app presents an unacceptable level of security risk, then we may discontinue the health app's connection without any liability or responsibility to you. If the health app developer rectifies the security issues, we will reconnect the health app.

DISCLAIMER AND WAIVER; NO LIABILITY BY PARAMOUNT: YOU UNDERSTAND AND AGREE THAT BY CONNECTING TO A THIRD PARTY HEALTH APP YOU ASSUME ALL RISKS, INCLUDING THAT THE HEALTH APP DEVELOPER MAY INADEQUATELY SECURE OR INAPPROPRIATELY USE YOUR HEALTH DATA. YOU AGREE THAT YOU HAVE REVIEWED AND UNDERSTAND THE MATERIALS AVAILABLE IN THE [MEMBER EDUCATION MATERIALS](#). PARAMOUNT SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANYONE ELSE FOR THE SECURITY OR PRIVACY OF YOUR EXPORTED HEALTH INFORMATION. IN THE EVENT OF INADEQUATE SECURITY OR PRIVACY MEASURES, ALL ACTIONS ARE TO BE DIRECTED TO THE HEALTH APP DEVELOPER, AS WELL AS ANY REGULATORY AND LEGAL AUTHORITIES WITH JURISDICTION OVER THE HEALTH APP OR DEVELOPER, SUCH AS THE U.S. FEDERAL TRADE COMMISSION AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES. PARAMOUNT MAKES NO, AND HEREBY DISCLAIMS ALL, IMPLIED OR EXPRESS WARRANTIES REGARDING ANY THIRD PARTY HEALTH APPS OR THEIR DEVELOPERS; THE ACCURACY OR CURRENCY OF ANY PROVIDER DIRECTORY INFORMATION MADE AVAILABLE THROUGH OUR API; OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY DEVELOPER ATTESTATIONS OR PRIVACY POLICY SUMMARIES. YOU HEREBY IRREVOCABLY RELEASE PARAMOUNT FROM ALL SUCH LIABILITY OR RESPONSIBILITY, AND YOU WAIVE AND IRREVOCABLY RELEASE ANY AND ALL CLAIMS AGAINST PARAMOUNT, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OF OUR STAFF AND PERSONNEL FOR THE ACTS AND FAILURES OF ANY THIRD PARTY HEALTH APP OR ITS DEVELOPER.

By submitting your third party health app connection request, you agree to this Notice and Disclaimer for Third Party Health Apps in its entirety.