

**IMPORTANT MEMBER NOTICE AND DISCLAIMER FOR CONNECTING TO THIRD-PARTY
HEALTH APPLICATIONS**

You have the right to access your health data maintained by ElderServe Health Inc. dba RiverSpring Health Plans (hereinafter “RiverSpring”, “we”, “us”, “our”) and to request that we provide a third-party health application (“third-party app” or “app”) of your choosing with your health data. This Notice and Disclaimer provides you with information about connecting third-party apps and clarifies RiverSpring’s limited responsibilities that enter into force when you request that we share your health data with third-party apps. WHEN CONNECTING YOUR HEALTH DATA TO AN APP, YOU AGREE TO THE ENTIRE CONTENTS OF THIS NOTICE AND DISCLAIMER.

Patient Education. You can read our Member Education Materials to learn about the security and privacy considerations for your health data when connecting to a third-party app. You acknowledge and agree, by proceeding, that you have read and understood the entire Member Education Materials and accept all risks described therein.

Third-party apps do not fall under HIPAA standards. You acknowledge and agree that connecting to a third-party app is done at your own personal risk and that third-party app developers are generally not bound by HIPAA. These apps therefore tend not to fall under the same security and privacy obligations that govern RiverSpring under HIPAA.

RiverSpring health data system security. As long as the app you select does not pose an unacceptable level of risk to the security of protected health data on our systems, the law requires us to comply with your data connection request. If an app is on our ‘pre-approved’ list, it has already passed the review and is available to be used immediately. When selecting an app that is not on the list, you acknowledge that the RiverSpring app security review process will require time in order to ensure health data safety. We bear no liability in the event that your chosen app fails to meet the security requirements and the connection request is rejected.

No security or privacy guarantees on any app. Even when connection requests are approved by RiverSpring, the security and privacy of your health data are not guaranteed. RiverSpring is unable to require app developers to provide minimum privacy commitments and security measures on your behalf. We will comply with any informed decision you make provided that the app does not place RiverSpring’s system security under unacceptable risk. Identifying whether and how the app and developer will secure and maintain the privacy of your health data is your sole responsibility. ANY FAILURE TO INFORM YOURSELF OF OR UNDERSTAND THE APP’S SECURITY OR PRIVACY TERMS SHALL INCUR NO RESPONSIBILITY ON THE PART OF RIVERSPRING.

Privacy Attestation; Connection Cancellation. RiverSpring may ask app developers to attest that their privacy policy discloses certain practices, and this is done solely for your convenience. If we do not receive a response from the operator, we may (1) alert you of this, (2) discourage you from using the app or stress that caution should be exercised, and (3) allow you to cancel your data sharing request within a limited time frame. RIVERSPRING WILL NOT BE RESPONSIBLE FOR SHARING YOUR DATA IF THE DATA CONNECTION REQUEST IS NOT CANCELLED WITHIN THE TIME FRAME.

Suspension of access. If RiverSpring concludes that an unacceptable level of security risk is presented by maintaining a connection with the app, we may discontinue its connection without taking on any liability or responsibility with respect to you. The app will be eligible for reconnection if the developer rectifies the security issues.

DISCLAIMER AND WAIVER: NO LIABILITY FOR RIVERSPRING. YOU UNDERSTAND AND AGREE THAT YOU ASSUME ALL RISKS WHEN CONNECTING A THIRD-PARTY APP, INCLUDING THE RISK THAT THE APP DEVELOPER MAY NOT SECURE YOUR HEALTH DATA PROPERLY OR USE IT INAPPROPRIATELY. YOU AGREE THAT YOU HAVE REVIEWED AND UNDERSTOOD THE MATERIALS AVAILABLE ON THE FAQ. RIVERSPRING SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR THE SECURITY OR PRIVACY OF YOUR EXPORTED HEALTH INFORMATION TO YOU OR ANY OTHER PARTY. YOUR SOLE AND EXCLUSIVE APPEAL IN CASE OF INADEQUATE SECURITY OR PRIVACY MEASURES SHALL TAKE THE FORM OF DIRECT ACTIONS AGAINST THE APP DEVELOPER OR RECOURSE TO THE REGULATORY AND LEGAL JURISDICTIONS PRESIDING OVER THE APP OR DEVELOPER, INCLUDING THE U.S. FEDERAL TRADE COMMISSION. RIVERSPRING DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL IMPLIED OR EXPRESS WARRANTIES CONCERNING ANY THIRD-PARTY APPS OR THEIR DEVELOPERS; THE ACCURACY OR CURRENCY OF ANY PROVIDER DIRECTORY INFORMATION ACCESSED THROUGH OUR API; OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY DEVELOPER ATTESTATIONS OR PRIVACY POLICY SUMMARIES. YOU HEREBY IRREVOCABLY RELEASE RIVERSPRING FROM ALL SUCH LIABILITY OR RESPONSIBILITY FOR THE ACTS AND FAILURES OF ANY THIRD-PARTY APP OR ITS DEVELOPER, AND YOU WAIVE AND IRREVOCABLY RELEASE ANY AND ALL CLAIMS AGAINST RIVERSPRING AND OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OF OUR STAFF AND PERSONNEL.

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