

# Remodel Health

## Member Terms

Last Revised: 10/24/2023

Welcome! Please take a moment to carefully read and acknowledge these Member Terms (the “Terms”), because they serve as a binding agreement between you (“you,” or “Member”) and LINC Holdings, LLC d/b/a Remodel Health and its affiliates and subsidiaries (“Remodel Health,” “we,” “us,” and “our”). These Terms, along with our Terms of Use and Privacy Policy, shall govern your access to and use of any and all Remodel Health products and services, including any content or functionality offered on or through the Remodel Health member site (“Member Site”). The Member Site is published, owned, and operated by Remodel Health.

By accessing, browsing, submitting information to, and/or using the Member Site, you agree and acknowledge on your own behalf that you have read, understand, and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state, and local tax and tariff laws, regulations, and/or directives. If you do not agree to these Terms, please do not use the Member Site or Remodel Health products and/or services.

### 1. How These Terms Apply to You

You have been invited to access and use Remodel Health’s Member Site because your employer has adopted either a Wage+ or Individual Coverage Health Reimbursement Arrangement (“ICHRA”) strategy for its eligible employees.

This means that your employer and Remodel Health have entered into an agreement whereby you have been granted access, as an eligible employee, to use this Member Site for the purposes of reviewing information related to various health insurance plan options available to you (each a “Health Solution”) as well as enrolling in or managing your Health Solution with Remodel Health’s assistance, if applicable.

This Member Site and all associated Remodel Health services and products are not, and shall never become, a substitute for professional medical advice, diagnosis, or treatment, and shall not constitute medical or other professional advice. Remodel Health does not recommend or endorse any specific physicians, health care facilities, ancillary health care providers, products, procedures, opinions, or other information that may be mentioned or accessed on the Member Site or any other electronic means.

Reliance on any information provided by Remodel Health is solely at your own risk. The

information provided through the Member Site is designed to support, not replace, the relationship that exists between you and your medical care provider. Never disregard or delay seeking professional medical advice because of something you read or see on the Member Site. If you have any questions about your health conditions or a medical emergency, consult your medical services provider.

All information provided by you to Remodel Health and/or your employer for the purposes of managing or administering the Health Solution or otherwise providing any services to you is, at all times any such information is in Remodel Health's possession, subject to the terms of Remodel Health's [Privacy Policy](#).

You may be eligible for a federal subsidy that will offset some or all of the premium costs for certain Health Solutions. However, individual circumstances will vary. Remodel Health does not provide legal or tax advice. You are encouraged to contact a qualified legal or tax advisor to determine whether you are eligible for a subsidy and how your enrollment in a Health Solution will affect your state and federal tax obligations.

*These Terms address both Wage+ services and ICHRA services in addition to any of the services provided to you by Remodel Health.*

## 2. ICHRA Services

In the event your employer has adopted ICHRA, you may be eligible to be reimbursed on a pre-tax basis for health care expenses as defined by your employer's ICHRA strategy.

Through the use of the Member Site, Remodel Health will present information related to various Health Solution options available to you based on the information you have communicated to us. You are not required to enroll in any of the Health Solutions presented to you on the Member Site. You may elect to enroll in another Health Solution or none at all. However, if you elect not to enroll in any Health Solution, you may be solely responsible for the payment of up to 100% of your health care expenses and/or you may incur federal and state tax penalties.

If and when you select a Health Solution, Remodel Health will communicate your selection to your employer.

## 3. Wage+ Services

In the event your employer has adopted a Wage+ strategy, this means that you are given a taxable wage increase to be used at your discretion. If you elect to do so, the intended purpose of this wage increase is to provide funds to assist you in enrolling in a Health Solution. However, you are not required to use the funds for this purpose.

Your employer has sole discretion as to any adjustments to your compensation.

## 4. Premium Payments

Your employer may communicate with you regarding your Health Solution selection and the premiums you owe associated with your selected Health Solution. You may authorize your employer to withhold an agreed upon amount from your wages for the premiums

owed for your selected Health Solution (“Premium Payments”), and for your employer to remit such Premium Payments to Remodel Health. If you do so, Remodel Health will remit the Premium Payments to the Health Solution you selected and assist you in managing your communications with the Health Solution. Remodel Health will notify your employer of your Health Solution enrollment and will, thereafter, share information about your Health Solution coverage throughout your enrollment for purposes of this arrangement.

It is important for you to remember that while Remodel Health and your employer are working together to help you enroll in your selected Health Solution and to simplify your payment of the required Premium Payments, you are ultimately responsible for timely providing information necessary to ensure your enrollment in the Health Solution and for paying the Premium Payments. You are also responsible for providing all documentation necessary to enroll in the Health Solution and to secure any income tax credit(s) or rebate(s) that you may be eligible to receive.

In the event your employer has an agreement with Remodel Health to remit Premium Payments to your Health Solution, you acknowledge and agree that, in order to provide Premium Payment services, Remodel Health must open an account provided by a bank that is unaffiliated with Remodel Health (“Payment Account”) on your behalf, and you must accept and comply with the Terms of Service and Privacy Policy as required by the Payment Account provider. Any funds held in or transferred through the Payment Account are held or transferred by the Payment Account provider’s financial institution partners, as described in the Payment Account provider’s Terms of Service. Remodel Health may provide support for your Payment Account or serve as a point of contact between you and the Payment Account provider to ensure you receive the requested support.

Please note that Remodel Health makes no representations or warranties about the services provided by the Payment Account provider in any manner. You hereby acknowledge and agree that Remodel Health shall not be responsible for any of the services provided to you in connection with the Payment Account even if such services are provided through or in connection with the Member Site or Remodel Health services.

You agree that you shall promptly contact Remodel Health in the event your employment is terminated so that Remodel Health may transition the payment of your premiums back over to you. Otherwise, your premiums may not be paid which may result in the expiration or suspension of your Health Solution.

#### *IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT*

*To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.*

*What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.*

*When this information is in Remodel Health's possession it will be subject to Remodel Health's Privacy Policy. When this information is in the possession of the Payment Account provider, the information will be subject to the Payment Account provider's Privacy Policy and similar terms.*

## 5. Authorization and Consent

As with the rest of these Terms, we request that you read the following authorizations and consents carefully in order to ensure you understand what is required in order for Remodel Health to provide you with certain products and services.

- A. *Insurance Agent.* In order to receive certain services as provided by Remodel Health, you hereby authorize Remodel Health and its authorized agents to serve as a health insurance agent for yourself and the individuals in your household, if applicable. This includes, without limitation, for the purposes of enrollment in a Qualified Health Plan ("QHP") offered on the Federally Facilitated Marketplace, Off-Exchange from an insurance carrier, or any State Based Exchange ("SBE") under Remodel Health's and/or Remodel Health's principal agent's National Producer Number.
- B. *Information Use.* You authorize Remodel Health and its authorized agents to utilize information provided by you or your employer related to you and/or the eligible individuals within your household and which such information may include, without limitation, personally identifiable information (name, birthdate, SSN, taxable relationships, addresses, income, deductions, citizenship status, etc.) as well as previous or current insurance coverages. Remodel Health will use this information to: (i) search for existing Marketplace, Off-Exchange, or SBE applications; (ii) create, complete, edit, update, or renew an application for eligibility and enrollment in Marketplace, Off-Exchange, or SBE QHP, or other government insurance affordability programs (i.e., Medicaid, CHIP, APTC, or CSR) to help pay for Marketplace premiums; (iii) provide ongoing account maintenance and enrollment assistance; and (iv) respond to inquiries from the Marketplace, Off-Exchange carriers, or SBE regarding your application.
- C. *Release.* You authorize Remodel Health to release and disclose to your employer and any other persons responsible for administering the Health Solution or the agreement in place between Remodel Health and your employer the following information, without limitation: (1) the amount of Premium Payments to be withheld and forwarded to Remodel Health; (2) the type of Health Solution, including whether your plan is an individual or family plan, a parent plan, a sharing plan, an ACA plan, a short term plan, or coverage through Medicaid/Medicare; and (3) the name of the insurance company or any other entity providing reimbursement to you for your covered medical expenses for the purposes of administering the services provided by Remodel Health and analysis of the benefits of Remodel Health's services provided to you and your employer. You authorize Remodel Health to use your

marginal income tax rate for the purpose of advising you about your options and alternatives for coverage for payment of some or all of your and/or your family's health care expenses. You further authorize Remodel Health to disclose such marginal income tax rate only to those at your employer who need to know such information and then only for the purpose of determining and/or explaining any wage increase.

- D. *Premium Payments.* You hereby authorize Remodel Health to collect and share with the Payment Account provider your personal information, including, without limitation, full name, email address, and financial information, and that you remain solely liable for the accuracy and completeness of that information as provided to Remodel Health. You understand that you may access and manage your Payment Account through the Member Site, and notifications regarding your Payment Account may be sent to you by Remodel Health rather than the Payment Account provider.

#### 6. Revoking Authorization

You understand that the authorizations and consents provided by you hereunder will remain in effect until your current employment ends with the organization that is contracted with Remodel Health or if you revoke your consent and authorization at any time. You may revoke or modify your authorization and consent provided hereunder at any time by contacting Remodel Health in the Member Site, in person, by email, by phone, or over digital conferencing, and requesting to be "waived" for such reasons. You may revoke your authorization and consent for your employer to withhold Premium Payments funds from your wages and/or terminate your relationship with Remodel Health at any time upon written notice to your employer and Remodel Health.

#### 7. Member Requirements

Just as Remodel Health has responsibilities to you, as provided in these Terms, it is important to note that you also have certain responsibilities in order to ensure the services provided by Remodel Health meet your needs. Please review the following requirements carefully and in consideration of all other terms and conditions set forth herein.

- A. *Accurate Information.* You hereby acknowledge and agree that any and all information you provide to Remodel Health or otherwise submit through the Member Site is true and accurate at all times. You remain solely responsible for maintaining your information in an up to date manner and keeping Remodel Health apprised of any changes in your information. Remodel Health will take reasonable steps to ensure any updated information provided by you is reflected in your Marketplace, Off-Exchange, or SBE application, if applicable. Any delay by you in providing the information or documentation necessary for Remodel Health to perform the services hereunder may adversely impact your Health Solution enrollment, and Remodel Health shall have no liability for the results of your delay. By agreeing to these Terms, you agree that any and all information you provide to Remodel Health or otherwise submit through the Member Site is

information that you have the legal right to provide in any such manner.

- B. *Employment Status.* In the event your current employment terminates or ends for any reason, you must notify Remodel Health immediately in order to ensure Remodel Health can transition your Premium Payments back to you. Additionally, you may request, in writing, for Remodel Health to continue providing you with services pursuant to these Terms.
- C. *Verification Information.* You agree that you shall timely provide any verification documentation requested by Remodel Health. If you do not provide such verification documentation, your enrollment in a Health Solution may be delayed, denied, or terminated, and/or you may lose otherwise available income tax credit.

#### 8. Important Information for Medicaid Coverage

If you enroll in Medicaid, you are required by state law to renew your Medicaid coverage every year. As a Medicaid member, you will be solely responsible for this renewal process. Medicaid will send you a renewal packet by regular United States Postal Service mail every year, 1 to 2 months prior to your coverage start date. Remodel Health is not responsible for sending renewal notices nor for ensuring you renew your coverage. You acknowledge and agree that if you do not complete the renewal process, you are subject to losing your Medicaid coverage. Remodel Health shall have no responsibility or liability with respect to your Medicaid coverage.

#### 9. Dispute Resolution

As set forth in Remodel Health's Terms of Use, it's important to note again that all disputes arising from or related in any manner to Remodel Health's products and services, the Member Site, or the applicable Health Solution, and which cannot be resolved by mutual agreement shall be submitted to binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures and shall take place in Marion County, Indiana, or another location agreed to by the parties. Judgment on any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Claims will be arbitrated only on an individual basis. You agree to and hereby waive any right to join or consolidate claims in an arbitration or court action by or against one another, other individuals, or entities to pursue, on a class basis, any dispute; provided however, that if an arbitrator or court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that such dispute shall be decided instead in a court of competent jurisdiction in Marion County, Indiana. You agree that arbitration is the only litigation forum for resolving covered claims, and that both parties are waiving the right to a trial before a judge or jury in federal or state court in favor of arbitration. This provision is subject to, and shall be interpreted in accordance with, the Federal Arbitration Act, 9

U.S.C. §§ 1-14.