

User Terms and Conditions

1. Introduction

Welcome to Tria Health (“Tria Health” or “Company”)! We're dedicated to building a partnership of trust with members and their healthcare providers to deliver member-centered and pharmacist-led chronic condition management that results in optimal health outcomes. Our commitment is to provide pharmacist led chronic condition management to help companies, health plans and their members reduce their medical costs and improve health outcomes.

2. Acceptance of Terms

By accessing and using our services, you agree to comply with these Terms and any other policies, guidelines, or regulations reference herein. If you do not agree with these Terms, please do not use our services.

3. Privacy and Security

a. HIPAA Compliance

Tria Health complies with the Health Insurance Portability and Accountability Act (HIPAA). We take the security and confidentiality of your personal health information seriously. This section outlines our HIPAA compliance measures. You can review our Privacy Policy to understand how your health information is collected, used, and disclosed.

b. Privacy and Security

We will collect and use your PHI only as necessary to provide our services and as allowed by applicable laws. Tria Health maintains strict security measures to protect your PHI from unauthorized access, disclosure, alteration, or destruction. We will provide you with a Privacy Policy outlining your rights and our responsibilities concerning your PHI.

c. Authorization and Disclosure

We will obtain your written authorization before disclosing your PHI to third parties, except as allowed by law. PHI may be disclosed without your

authorization for treatment, payment, healthcare operations, and as required by law.

4. Use of Mobile App and Patient Portal

- a. **Access:** You must create an account to access our services via the Mobile App and Patient Portal. You are responsible for maintaining the confidentiality of your account credentials.
- b. **User Content:** You are responsible for all content and information you provide through the Mobile App and Patient Portal. You agree not to submit false, misleading, or fraudulent information.
 - i. **Communication:** By using our services, you consent to receiving electronic communications from us regarding your chronic condition management. This may include appointment reminders, medication information, and educational materials.
 - ii. **Safety:** You are responsible ensuring the safety and security of your Mobile App and Patient Portal access. If you suspect any unauthorized use, please notify us immediately.

5. Membership

Membership in Tria Health is subject to acceptance and may be terminated at our discretion. You must provide accurate and complete information about your medical history and medications to receive our services.

6. Chronic Condition Management Services

- a. **Pharmacist-led Services:** Our services are delivered by qualified pharmacists and other health care personnel. They provide education, medication management, and lifestyle guidance for individuals with chronic conditions.
- b. **Care Plans:** Care plans and recommendations are made based on your health information and are subject to change based on your progress and changing health needs.

Last Updated: 1/16/2024

- c. **Emergency Situations:** In case of a medical emergency, call 911 or visit your nearest healthcare facility. Our services are not a substitute for immediate medical attention in emergencies.

7. Termination of Services

- a. **Suspension or Termination:** We reserve the right to suspend or terminate your access to our services for any violation of these Terms, improper use, or any other reason we deem necessary.

8. Intellectual Property

- a. **Ownership:** All content, logos, trademarks, and other intellectual property used in our services are owned by the Company. You are not granted any rights or licenses for these properties.

9. Disclaimer of Warranties

- a. **No Warranty:** We do not make any warranties, expressed or implied, about the accuracy, completeness, or reliability of our services.

10. Limitation of Liability

- a. **Liability:** We are not liable for any damages, whether direct or indirect, related to your use of our services.

11. Changes to Terms

- a. **Modifications:** We reserve the right to modify these Terms at any time. Changes will be effective upon posting. It is your responsibility to review these Terms periodically.

12. Governing Law

- a. **Jurisdiction:** These Terms are governed by the laws of the State of Kansas without regard to its conflict of laws principles.

13. Contact Information

If you have any questions or concerns about these Terms and Conditions, please contact us at: Tria Health, PO Box 412856, Kansas City, MO 64141, 888-799-8742, info@triahealth.com.

Effective Date: These Terms and Conditions are effective as of 1/1/2023.

By using our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions including our Privacy Policy and Electronic Communication Policy.

Last Updated: 1/16/2024