

Introduction

Welcome to <https://bylclient.promptd.com>. Unless you work for a company that has negotiated a separate written agreement with BYL Risk Management, LLC (“BYLRM”), these are terms that apply to your use of our services.

If you work for a company that has negotiated a separate written agreement with BYLRM and/or your use of our website services is controlled by the terms and conditions of the contract with your employer. However, the Website Privacy Policies person to you individually. You should read them.

Definitions

In these Terms of Service (hereinafter “TOS”), “we”, “us”, “our” will refer to”) BYL Risk Management, LLC, located at 301 Lacey Street, West Chester Pa. 19382.

The terms “you”, “your” and “user” will refer to you. To be eligible to use the herein website services, you must review by clicking on the “I Accept” button. If you have received and used your password to access and use the services of the herein website, by using your password to access and use the services of this website then you are agreeing to these Terms of Service for you and your employer and promising to BYLRM that you have authority to bind your company and in which case, the terms “you” and “your” or “user” will also refer to your company. The exception to this is if your company has a separate written agreement with BYLRM covering the use of the services, in which case that agreement will govern such use.

The Term “Resources” herein shall refer to the information, software, software applications, Software Program, services, products, and tools we provide for you, either directly or indirectly and pursuant to the terms and conditions of the Contract between your employer and BYLRM.

Ownership-Web Host- BYL Risk Management, LLC.

This website is owned and operated by BYL Risk Management, LLC. (“BYLRM”). have each entered into separate Web-Hosting Agreements with BYLRM in which BYLRM as an Independent Contractor and as Web-Host agrees to provide Hosting Services for <https://bylclient.promptd.com>. pursuant to their separate Web-Hosting Agreements with BYLRM have each been given a non-exclusive a non-transferable, non-exclusive license to use the Web Hosting Services.

Agreement to Terms of Service, Privacy Policies

By visiting the <https://bylclient.promptd.com> Client Portal and accessing the Resources we provide for you, either directly or indirectly and pursuant to the terms and conditions of the Contract between your employer and BYLRM , you understand and agree to accept and adhere to following terms and conditions as stated in the herein Terms of Service (Hereafter referred to as “TOS”), along with the terms and conditions as stated in our Privacy Policy found here:

<https://bylclient.promptd.com/Document/GetPrivacyPolicy>

Effective Date

The effective date of this agreement is 09/15/2020.

Reservation of Rights to Modify and/or Revise Terms of Service (TOS)

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and *conditions*.

Responsible Use and Conduct

By visiting our website and accessing the Resources we provide for you, either directly or indirectly, you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this (TOS), (b) the terms and conditions of the contract and/or Business Associate Agreement between your employer and BYLRM , and (c) applicable laws, regulations including but not limited to, the Gramm-Leach-Bliley Act, (15 U.S. Code §6801; Health Insurance Portability and Accountability Act (HIPAA) 42 U.S.C. §300gg; 29 U.S.C. §1181 et seq.; 42 U.S.C. §1320d et. Seq. codified at 44 CFR §144 et seq.; Health Information Technology for Economic and Clinical Health Act, (HITECH) 42 U.S.C. §§3055 et. Seq. and 42 U.S.C. §17901; and the Confidentiality terms and conditions set forth in your employer’s Agreement with BYLRM.

You further agree by visiting our website and accessing and using the Website's resources either directly or indirectly that:

a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.

c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.

d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

f. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. You agree to indemnify and hold us harmless together with our directors, officers, managers, employees, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this TOS. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Your Privacy Rights

Your privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. Our privacy policy is included under the scope of this User Agreement. To read our privacy policy in its entirety, click on the Privacy Policy Here:

<https://bylclient.promptd.com/Document/GetPrivacyPolicy>

Software

You further acknowledge and agree that BYLRM, is the owner and Licensor of this Website and the Resources herein and that BYLRM, are the non-exclusive Licensees of the herein Website and the Resources herein, commonly known as <https://bylclient.promptd.com> and all copyrights, trademarks, service marks and other legal rights and interest in the Resources including all written and printed documentation regarding the Resources. BYLRM, may grant to User, a non-transferable, non-exclusive license to use the Resources subject to the terms and restrictions set forth herein and in the Contract between the User's Employer and BYLRM, but no such act shall be construed to convey any title or ownership rights in the Resources to the User. Any license or the use of the Resources by the User is only for the User at the user's address. The User may not distribute copies of the Resource or documentation. The User may terminate any license only by destroying all originals, and copies of the Resources. Any license will also terminate upon termination of herein Terms of Service between the User and BYLRM and/or at the termination of the Contract between BYLRM and the User's Employer.

Limitation of Warranties

By using our website, you understand and agree that all Services and Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- i) the use of our Resources will meet your needs or requirements.
- ii) the use of our Resources will be uninterrupted, timely, secure or free from errors.
- iii) the information obtained by using our Resources will be accurate or reliable, and
- iv) any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

- v) any content downloaded or otherwise obtained through the use of our Resources is “confidential” information in accordance with the terms and conditions of the Contract between your employer and BYLRM. Further, the consumer and/or patient information contained in the Resources is protected by the Gramm-Leach-Bliley Act and/or HIPAA and you are required to afford the Resources the protection required pursuant to the terms and conditions of your employer’s contract with BYLRM as well as your employer’s privacy policies.
- vi) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.
- vii) no information or advice, whether expressed, implied, oral or written, obtained by you from BYLRM, BYLRM or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, and/or the Limitation of Warranties set forth in your employer’s contract with BYLRM, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. BYLRM and/or BYLRM will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Copyrights/Trademarks

All resources, content and materials available on <https://bylclient.promptd.com>, including but not limited to text, graphics, website name, code, images and logos are the intellectual property of BYLRM and are protected by applicable copyright and trademark law. Any inappropriate use, including but not

limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by BYLRM.

Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of these Terms of Service. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Governing Law

This website is owned, managed and controlled by BYLRM from our offices located in the Commonwealth of Pennsylvania. By the use of the <https://bylclient.promptd.com> web-site and/or any resources and/or materials and/or data and/or information obtained through the use of <https://bylclient.promptd.com>, User agrees that Pennsylvania law, not including its choice of law rules but including its statutes of limitations, governs all questions concerning the rights or obligations of the User and BYLRM, and/or claims, disputes, legal actions and/or causes of actions including but not limited to, actions in contract, and/or tort (including strict liability and intentional tort) arising from the operation and/or use of <https://bylclient.promptd.com> and/or arising from the use and/or distribution of <https://bylclient.promptd.com> and/or any information contained therein and/or information obtained through the use of <https://bylclient.promptd.com>. User further agrees and consents to the personal jurisdiction of any state or Federal court of the Commonwealth of Pennsylvania, and that any action related to questions concerning the rights or obligations of the User, and BYLRM and/or claims, disputes, legal actions and/or causes of actions including but not limited to, actions in contract, and/or tort (including strict liability and intentional tort) breach of express and/or implied warranty, arising from the operation and/or use of <https://bylclient.promptd.com> and/or arising from the use and/or distribution of the reports, data, and/or any information contained therein, and/or any action to enforce the herein Terms of Service (TOS) must be brought in a state or Federal court in the Commonwealth of

Pennsylvania. By using the herein website, you hereby consent and agree to personal and subject matter jurisdictions of the Pennsylvania State and Federal Courts and waiver any jurisdictional, venue or inconvenient forum objections to such courts.

Guarantee

UNLESS OTHERWISE EXPRESSED, BYL RISK MANAGEMENT, LLC (“BYLRM”) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Entire Agreement

Except for any agreement between BYLRM and the User’s Employer, these terms and conditions of use of <https://bylclient.promptd.com> constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations or understandings, whether oral or written, between the User and BYLRM.

Viruses

Except as set forth in any Contract between the User’s Employer and BYLRM, the User agrees that BYLRM, and <https://bylclient.promptd.com> assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect the your computer equipment or other property or account of your access to use, of, or browsing the <https://bylclient.promptd.com> web-site or your downloading of any data, text or other information from the web-site.

United States Export Control

Resources including but not limited to Software, data and/or information, from the <https://bylclient.promptd.com> web-site may be subject to United States Export Control. BYLRM, and <https://bylclient.promptd.com> does not authorize the downloading or exportation of any resources, software or technical data from the <https://bylclient.promptd.com> web-site to any jurisdiction prohibited by the United States Export Laws.

Foreign Corrupt Practices Act

BYLRM, may only conduct business in compliance with applicable laws, including laws prohibiting bribery defined as requesting or authorizing any third party to take any such payment, promise or offer. Such behavior is prohibited business conduct wherever BYLRM operates and wherever its services are sold or sourced. Therefore, User by the use of the herein website resources hereby further agrees to not engaged or use the resources of the herein website to commit bribery or authorize any third party to make any such payment, promise or offer constituting bribery.

Anti-Money Laundering

It is the policy of BYLRM, to comply with anti-money laundering obligations imposed by the federal government, including applicable provisions of the Bank Secrecy Act and the USA Patriot Act of 2001. Money Laundering is defined as conducting or attempting to conduct a financial transaction that the transaction is designed in whole or part to conceal or disguise the nature, location, source, ownership, or control of the proceeds of specified unlawful activity. Therefore, User by the use of the herein website resources hereby further agrees to not engage or use the resources of the herein website to conduct or attempt to conduct a financial transaction knowing that the transaction is designed in whole or in part to conceal or disguise the nature,, location, source, ownership, or control of the proceeds of specified unlawful activity.

Waiver

No waiver by either party of any breach or default here under shall be deemed to be a waiver of any preceding or subsequent breach or default.

Change or Modification of Terms

BYLRM, has the right at any time to change or modify the terms and conditions applicable to the use of the <https://bylclient.promptd.com>, or any part thereof, or to impose new conditions. Such changes, modification, additions, or deletions shall be effective immediately upon notice thereof, which may be given by any means including without limitation, posting the changes, modifications, additions, or deletions on the web-site or by electronic or conventional means. Any use of the <https://bylclient.promptd.com> web-site after such notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions.

Contact Information

If you have any questions or comments about these our Terms of Service as outlined above, you may contact BYL Risk Management, LLC (BYLRM) at: BYLRM, PO Box 1310 Malvern PA 19355. You may also call at: 1-877-723-9946 or send an email to: compliance@bylcompanies.com.