



Terms of Use

TPS Plugin for ChatGPT

1. Acceptance of Terms

By accessing or using the TPS Plugin for ChatGPT for Healthcare (the "**Plugin**"), you agree to be bound by these Terms of Use ("**Terms**") with TriZetto Provider Solutions, LLC. ("**TPS**"). If you do not agree with these Terms, do not access or use the Plugin. These Terms supplement, and do not replace, any separate agreement between TPS (or its channel partner) and you or your organization ("**Service Agreement**"). If there is a conflict, the separately executed agreement controls, to the extent of the conflict.

2. Eligibility and Authorized Users

You may use the Plugin only if you are an authorized user of both the applicable ChatGPT workspace and the TPS services connected to the Plugin. You must be legally capable of entering into these Terms and must use the Plugin only: (i) for lawful business purposes, (ii) in accordance with your organization's policies and procedures, (iii) using credentials and permissions lawfully assigned to you, (iv) to access information you are authorized to access and (v) in accordance with the terms and conditions of the Service Agreement.

3. Description of the Plugin

The Plugin enables ChatGPT to access certain TPS services and information through OpenAI's ChatGPT platform. The Plugin serves as a connector between TPS's systems and ChatGPT and enables ChatGPT to submit requests on behalf of authorized users and receive information returned by TPS. TPS remains the source of the information returned through its systems, while OpenAI processes that information to generate and display a response through ChatGPT.

4. Third-Party Platform

The Plugin operates through OpenAI's ChatGPT service, which is owned and operated by a third party. Your access to and use of ChatGPT is governed by OpenAI's terms, policies, and practices applicable to your ChatGPT account or workspace. TPS does not own, operate, or control ChatGPT or OpenAI's systems. You may use the Plugin only through a ChatGPT account or workspace approved by your organization.

5. Disclosure of Information to OpenAI

By using the Plugin, you acknowledge and agree that requests, prompts, queries, responses, and other information transmitted through the Plugin, including information returned by TPS, may be sent to, processed by, stored by, or otherwise handled within OpenAI's environment. This may include Protected Health Information ("**PHI**") submitted or returned as part of an authorized eligibility



inquiry or other healthcare transaction. OpenAI's ChatGPT platform will use artificial intelligence to process that information in order to generate and display the response you receive.

TPS is not responsible for OpenAI's collection, use, storage, retention, disclosure, or security practices. Users should review OpenAI's applicable terms, privacy notices, and security documentation before using the Plugin.

6. User Responsibilities

You are solely responsible for:

- The requests and prompts you submit;
- Determining whether information may be shared through the Plugin;
- Verifying the accuracy, completeness, and appropriateness of responses;
- Compliance with applicable laws, regulations, and contractual obligations
- Having all the necessary consents and approvals, authorizations and rights necessary under applicable federal and state laws for any data you allow to be shared through the Plugin with OpenAI, including PHI; and
- Maintaining the confidentiality of login credentials and access tokens.

7. Artificial Intelligence Disclaimer

ChatGPT uses generative artificial intelligence technologies to process information returned through the Plugin and generate the response displayed to the user. AI-generated responses may be inaccurate, incomplete, outdated, misleading, or inappropriate for a particular purpose.

Users must independently review and verify all responses before relying upon them for business, operational, legal, medical, financial, or compliance purposes.

TPS does not guarantee the accuracy, completeness, reliability, or suitability of any AI-generated output.

8. Healthcare and Eligibility Information

Information made available through the Plugin may be derived from TPS systems and third-party data sources. Eligibility, coverage, claim, or other healthcare-related information is subject to change and may not reflect the most current status available from a payer or provider.

Information obtained through the Plugin is provided for informational purposes only and should not serve as the sole basis for healthcare, coverage, payment, or treatment decisions.



Eligibility and benefit information does not guarantee coverage, authorization, reimbursement, or payment. Users should verify material information through the applicable payer or another authoritative source before relying upon it.

9. Privacy and Protected Health Information

Users may submit PHI, personally identifiable information, or other sensitive information through the Plugin only to the extent necessary for an authorized eligibility inquiry and permitted by their organization and the terms applicable to their ChatGPT account or workspace. Users must not submit information beyond what is reasonably necessary for the authorized inquiry. Each party remains responsible for compliance with the privacy, security, confidentiality, and regulatory requirements applicable to its own activities.

Where the Plugin is authorized for use with PHI or other regulated information, users remain responsible for complying with all applicable privacy, security, confidentiality, and regulatory requirements.

10. Intellectual Property

TPS and its licensors retain all rights, title, and interest in and to the Plugin, TPS systems, software, interfaces, documentation, trademarks, and other materials owned or licensed by TPS and available through the Plugin.

Except for the limited right to use the Plugin as expressly permitted by these Terms, no intellectual property rights are granted or transferred.

11. Suspension and Termination

TPS may suspend, restrict, or terminate access to the Plugin at any time, with or without notice, if TPS elects, at its sole discretion, to discontinue the connectivity through the Plugin or if it reasonably believes:

- A security issue exists;
- Unauthorized use has occurred;
- Applicable law requires such action;
- A violation of TPS acceptable use policy ("AUP") has occurred, or
- Continued access could expose TPS, its customers, or users to any risk.

12. Disclaimer of Warranties

THE PLUGIN IS PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TPS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY,



FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, OR UNINTERRUPTED OPERATION.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TPS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL ARISING OUT OF OR RELATING TO THE PLUGIN.

TPS SHALL FURTHER NOT BE RESPONSIBLE FOR ANY ACTS, OMISSIONS, OUTPUTS, SERVICES, SECURITY INCIDENTS, DATA PROCESSING ACTIVITIES, OR PRIVACY PRACTICES OF OPENAI OR ANY OTHER THIRD PARTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TPS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PLUGIN OR THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, SHALL IN NO EVENT EXCEED TEN U. S. DOLLARS (\$10.00), REGARDLESS OF THE NUMBER OF CLAIMS OR EVENTS GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF TPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

14. Changes to the Terms

TPS may modify these Terms at any time by posting updated Terms or otherwise providing notice. Continued use of the Plugin after updated Terms become effective constitutes acceptance of the revised Terms.