

By visiting this Healthy San Francisco Employer portal, you are accepting the practices described in our Privacy Policy and Security Policy and the terms and conditions, all as set forth below. Your use of this web portal and services is also subject to our terms and conditions, as set forth below. After reading this entire statement, please acknowledge acceptance of these terms and conditions by clicking on the button at the bottom.

We reserve the right to change the terms and conditions at any time, without advance notice to you. If you do not agree to the terms of this Privacy and Security Policy and our terms and conditions, please do not use the web portal and exit immediately. Your continued use of our web portal or site means you agree to the terms of this Privacy Policy and Security Policy. We reserve the right to update our Privacy Policy and Security Policy as needed, and your use will be subject to the most current policy.

PRIVACY POLICY

Personal Information

Any personal information concerning your employees that you communicate to us through our web portal is done so on a voluntary basis. Personal Information ("Personal Information") is any information or data that is unique to an individual such as a name, social security number, address, e-mail address, birth date, etc. Portions of our web portal may require you to provide us with Personal Information of your employees in order for us to proceed with providing services to you, respond to your questions, or enable you to update information. Disclosure of Social Security numbers ("SSN") is requested from you in order to apply your payments to your employees' Healthy San Francisco participation fees and/or Medical Reimbursement Accounts. While we cannot require the disclosure of the SSN, the failure to provide your employee's SSN may result in our inability to apply your payments to your employees' accounts.

Portions of our web portal will require you to provide us with Personal Information of your employees, such as a name, social security number, address, e-mail address, birth date, etc., in order for us to effectively provide health care services to those employees. Disclosure of Social Security numbers ("SSN") is required by the City and County of San Francisco from you in order to apply your payments to your employees' Healthy San Francisco participation fees and/or Medical Reimbursement Accounts. The failure to provide your employee's SSN will result in the inability to apply your payments to your employees' accounts.

Use of Personal Information

Personal Information collected from you through this web portal is transmitted securely (as described in detail below) and is used only for the purpose it was provided. We do not sell, license, transmit or disclose Personal Information that you provide to us outside of the Healthy San Francisco program except when required by law. Any disclosure of Personal Information is done so only when required by applicable laws and regulations.

SECURITY POLICY

San Francisco Health Plan, as developer and manager of this web portal, is committed to ensuring that your Personal Information is confidential. We have taken measures to safeguard the integrity of our communications and computing infrastructure, including but not limited to password authentication, monitoring, auditing, and data encryption. While we shall take reasonable steps to protect your Personal Information, the security of information over the internet cannot be guaranteed. We are not responsible for (i) your access to the Internet, (ii) interception or interruption of communications through the internet; or (iii) changes to or losses of data through the internet.

To prevent unauthorized access, maintain data accuracy and ensure the correct use of information, we have put in place appropriate physical safeguards. Data encryption is the electronic scrambling of information to protect information from being intercepted by a third party. This web portal uses encryption algorithms to encrypt all data you submit including passwords, SSN, names, dates of birth and tax identification numbers. We use 256-bit encryption to transmit any data over the internet. The portal uses secure socket layers (SSL) that enable encryption of sensitive information during these online transactions.

This web portal is for authorized users only. To protect the data that we receive, we may monitor and/or record your activities on the site. Persons using this system without authority, or in excess of their authority, are subject to having their privilege to use the site revoked, and are subject to any applicable civil or criminal liability.

Password protection and management is essential

Ensuring that the confidential Personal Information you provide us is secure is an important responsibility for you and us. You should take precautions to ensure that your password remains confidential. You should not leave your computer unattended while in web session prior to securely logging off. If you believe an unauthorized person has gained access to your password, you should change it immediately. Employers registering through this web portal must keep their password protected and confidential. Sharing of passwords among employer's employees is strictly prohibited. Each user must retain and protect his or her own unique password.

Use of Electronic Cookies

Cookies are simple text files stored on your computer by your Web browser. Cookies monitor web site traffic, collect data about web site use, and can help us better meet the information needs of our web portal users. Cookies do not personally identify users, although they identify a user's computer. Cookies created on your computer by using this web portal do not contain personal information and do not compromise your privacy or security. Information automatically collected through this web portal is used to improve the content of our web portal and to help us gather data about how our online services are being used.

Other Terms and Conditions under the San Francisco Employer Spending Requirement

Employer contributions made on behalf of a covered employee to the Medical Reimbursement Account or Healthy San Francisco program are strictly voluntary. Employers may choose other options for meeting the Employer Spending Requirement mandated by the San Francisco Health Care Security Ordinance.

1. Once the employer contributions are made via the web portal, contributions are non-fundable to the employer or employee.
2. By accepting employer contributions, the Healthy San Francisco program, the San Francisco Department of Public Health, and the San Francisco Health Plan are not rendering any representation or opinion on your compliance with the Employer Spending Requirement. The Employer Spending Requirement interpretation and enforcement is done by the Office of Labor Standards Enforcement ("OLSE") of the City and County of San Francisco, not by the San Francisco Department of Public Health, San Francisco Health Plan, or the Healthy San Francisco program.
3. We make no representation, warranties or opinions on the tax treatment of contributions for employers or employees.
4. Employees must individually apply for enrollment in the Healthy San Francisco program to avail themselves of benefit of the employer contributions to the Healthy San Francisco program. If the employee is found ineligible for the Healthy San Francisco program, the employer contribution for the individual employee will be transferred to a Medical

- Reimbursement Account if the employee makes a timely request for a transfer of the funds.
5. **NO WARRANTIES.** Information and Services provided on or through this web portal are provided "as is" without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement. We use reasonable efforts to include accurate and up-to-date information on this Site; it does not, however, make any warranties or representations as to its accuracy or completeness. We assume no liability or responsibility for any errors or omissions in the content of this site. Your use of this site is at your own risk.
 6. We make no representation or warranties concerning how the Healthy San Francisco program or the Medical Reimbursement Account vendor will protect or use the Personal Information of your employees. You acknowledge, confirm and agree that other than our specific obligations contained herein, we have no obligations to any third parties including your current or former employees or any agent or other person associated or affiliated with you.
 7. We make no representation or warranties to you or your employees regarding the level or quality of services provided by either the Healthy San Francisco program or the Medical Reimbursement Account.
 8. We prohibit unauthorized links to the site and the framing of any information contained on the site or any portion of the site. We reserve the right to disable any unauthorized links or frames. We have no responsibility or liability for any material on other Web sites that may contain links to this site.
 9. Access to and use of this site is subject to all applicable, federal, state and local laws and regulations. User agrees not to use the site in any way that violates such laws or regulations. These terms and conditions shall be governed and construed in accordance with the laws of the City of San Francisco and the State of California, and applicable federal laws without regard to conflicts of law principles. User agrees that any and all proceedings relating to this site and the subject matter contained herein shall be maintained in the courts of the city of San Francisco in the state of California or the federal district courts sitting in California, which courts shall have exclusive jurisdiction for such purpose.

I HAVE READ ALL OF THE INFORMATION CONTAINED ABOVE. BY CLICKING THE BUTTON BELOW I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH ABOVE.