



Effective: 06/22/2026

Group and Agent Portal Terms and Conditions of Use

The following Terms and Conditions of Use (“Terms”) govern you and your organization’s (“Third Party”) access to and use of the BCBSM/BCN Group and Agent Portal (“Website”). BCBSM/BCN may change the Terms at any time. Your use of the Website (after updates are made to the Terms) is your agreement accepting the changes. Please revisit this Terms and Conditions of Use page often to review updates. If you disagree with the Terms, you are instructed not to use this Website.

1. Appointment and Registration of Principal Administrator. Third Party shall appoint a Principal Administrator¹ by registering such individual.
2. User and Delegated Administrator Access. The Principal Administrator may grant access to the Website to any employee, third party billing service, administrator, service bureau or agent as selected by Third Party (“User”). In addition, the Principal Administrator may delegate his or her duties to a delegated administrator (“Delegated Administrator”). Users and Delegated Administrators shall be limited to those individuals who need access to the Website for their job functions. Third Party shall be responsible for and ensure that Principal Administrator, Users, and Delegated Administrator comply with the Terms.
3. Principal Administrator, Delegated Administrator and User Functions.
 - a. Principal Administrator Functions:
 - i. Grants and terminates access or requests password resets for Delegated Administrators or Users.
 - ii. Reviews the access of Delegated Administrators and Users each year to ensure security of Third Party’s information.
 - iii. Shall immediately terminate any Delegated Administrator’s or User’s access to the Website if such person (A) is no longer authorized to act on behalf of Third Party; (B) has violated HIPAA privacy and security regulations; or (C) has engaged in any unauthorized activities with respect to the Website.
 - b. Delegated Administrator Functions:
 - i. Grants and terminates access, or request password resets for Users.
 - ii. Reviews the access of all Users each year to ensure security of Third Party’s information.
 - c. User Functions:
 - i. Shall not disclose a username or security questions and answers to anyone except upon request from authorized BCBSM personnel.
 - ii. Shall not disclose password to anyone.
 - iii. Immediately change User’s password to prevent improper or illegal access to the Website if User thinks his or her password has been improperly used or disclosed.
 - iv. Immediately notify BCBSM/BCN’s Corporate Anti-Fraud Hotline: (800) 482-3787 or Fraud, Waste and Abuse Hotline (Medicare): (888) 650-8136 if User



believes anyone has attempted to use a username or password or has improperly obtained any personal or medical data from the Website.

- v. Shall hold all personal and medical information confidential, using the same care as a reasonable person in similar circumstances would use to protect his or her own personal and medical information and comply with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, as amended.

4. Use of Bots, Automated Agents, and Similar Technology.

- a. Third Party may use bots, robots, automated agents, and similar technology ("Automated Technology") to access and use the Website and all linked applications only on Third Party's behalf and only if:
 - i. an authorized human User, Principal Administrator, or Delegated Administrator is responsible for such use, exercises reasonable human oversight over such use, and reviews the Automated Technology's actions and outputs at intervals appropriate to the nature and risk of the activity;
 - ii. all Automated Technology access remains subject to the Website's access controls and credentialing requirements, including password confidentiality and password reset procedures, and does not circumvent or weaken any authentication, authorization, monitoring, audit, or security controls, and does not obtain, inherit, or exercise access rights greater than those granted to the authorized User on whose behalf it operates; and
 - iii. all use complies with these Terms and Conditions and all applicable laws and regulations.
- b. Automated Technology may be used only for proper, authorized purposes and shall not be used to scrape, harvest, mine, or otherwise extract data; reverse engineer, discover, or "learn" the Website's algorithms, logic, or structure; probe for vulnerabilities; bypass technical limitations; conduct load, stress, or penetration activity without BCBSM/BCN's prior written authorization; access, exfiltrate, misappropriate, or steal any BCBSM/BCN data or other information; or burden, degrade, disrupt, or interfere with the operation, performance, availability, or security of the Website.
- c. Third Party shall ensure that Automated Technology (and any supporting service provider) complies with HIPAA and all applicable privacy and security requirements and accesses, uses, discloses, stores, transmits, and processes information obtained through the Website only to the extent reasonably necessary for Third Party's permitted uses; Third Party shall not use (and shall not permit any third party to use) any such information, or any de-identified, aggregated, anonymized, pseudonymized, derived, inferred, or output data, to train, fine-tune, improve, validate, benchmark, or otherwise develop any artificial intelligence, machine learning, or similar models, systems, or services, or to provide services to any other customer or third party.
- d. Third Party shall remain fully responsible for any Automated Technology and any supporting service provider, subcontractor, platform provider, model provider, or other third party used in connection with Automated Technology, including their



compliance with these Terms and Conditions and all applicable privacy, confidentiality, and security requirements.

- e. Any misuse of Automated Technology and/or violation of these Terms may result in immediate termination of access to the Website.
 - f. Third Party is solely responsible for all actions taken by or through Automated Technology as if taken by a User.
 - g. Third Party shall maintain complete and accurate records for a reasonable period sufficient to identify Automated Technology activity on the Website, including the identity of the associated authorized User, the dates and times of access, the actions taken, and any material errors or exceptions, and shall provide such records to BCBSM/BCN upon request for audit, investigation, security review, or compliance verification.
 - h. Third Party shall test and validate Automated Technology before initial use on the Website and after any material modification to confirm that it functions as intended, complies with these Terms and Conditions, and does not create material privacy, security, operational, or data-integrity risks.
 - i. Automated Technology shall not be used to make autonomous determinations regarding eligibility, billing, benefits, coverage, enrollment status, claims handling, or other decisions affecting individuals without review and approval by an authorized human, unless expressly authorized in writing by BCBSM/BCN.
 - j. Third Party shall promptly notify BCBSM/BCN of any actual or suspected unauthorized access, credential compromise, security incident, privacy incident, material malfunction, erroneous transaction, or other event involving Automated Technology that may affect the Website, BCBSM/BCN systems, or information obtained through the Website, and shall cooperate in investigation, containment, remediation, and corrective action.
5. Submitting Enrollee Information.
- a. The following definitions shall apply for purposes of this Section 5:
 - i. Electronic Membership Collection System (“eMCS”) – An online BCN membership system, used to maintain Facets Enrollee eligibility records.
 - ii. Electronic Membership Viewing and Processing (“eMVP”) – An online BCBSM membership system, used to maintain MembersEdge (MOS) Enrollee eligibility records.
 - iii. Enrollee – Persons who are eligible for and enrolled through Third Party for health care coverage administered by BCBSM/BCN under a self-funded agreement with Third Party or provided through BCBSM/BCN under an underwritten agreement with Third Party.
 - iv. Health Care Agreement – Self-funded or underwritten agreement between Third Party and BCBSM/BCN describing health care coverage administered by BCBSM/BCN under a self-funded agreement with Third Party or provided through BCBSM/BCN under an underwritten agreement with Third Party.
 - b. Third Party may provide updated Enrollee eligibility and membership information (“Enrollee Information”) using one of the following:



- i. eMCS or eMVP using BCBSM/BCN's secured web portal access with an approved User ID and password. Enrollee Information submitted via this method generally processes real-time or overnight.
 - ii. Electronic Data Distribution Interchange (EDI) file transfer using the ANSI X12 834 file layout format as specified in BCBSM/BCN's 834 Companion Document or, when agreed to by BCBSM/BCN, a similar proprietary format. Enrollee Information submitted via this method generally processes overnight. File transmission frequency is determined by BCBSM/BCN.
 - iii. Hard copy paper using the BCBSM/BCN approved Enrollment Change of Status (ECOS) forms mailed or faxed according to the directions on the form. Enrollee Information submitted via this method can take five (5) or more business days to process.
 - c. When submitting Enrollee Information, Third Party agrees that it shall:
 - i. Update subscriber and member eligibility records in a timely manner and comply with the enrollment and eligibility terms and requirements set forth in Third Party's Health Care Agreement with BCBSM/BCN and BCBSM/BCN applicable policies and the provisions.
 - ii. At all times use the residential or mailing address of a subscriber.
 - iii. Unless expressly agreed to in writing by BCBSM/BCN, at no time shall a Third Party's, Agent's, Third Party Administrator's, or other non-subscriber business address be used as the subscriber's address of record.
 - iv. Comply with BCBSM/BCN's retroactive adjustment rules as they may be modified by BCBSM/BCN over time as well as be responsible for claim payments that were made during any retroactive adjustment period and any amounts due and owing pursuant to Third Party's Health Care Agreement with BCBSM/BCN;
 - v. Test and cooperate with BCBSM/BCN when BCBSM/BCN updates or changes the membership requirements and/or file layout formats; and
- 6. Termination of Access Rights. BCBSM/BCN may immediately terminate Third Party's or any Principal Administrator's, Delegated Administrator's, and/or User's access to the Website without notice and in its sole discretion.
- 7. Ownership of the Website and Restrictions on Use of Materials. BCBSM/BCN owns, operates, or otherwise administers the Website. The contents of the Website, including but not limited to, the text, images, postings, uploads, downloads, layout, and code, are proprietary information, intellectual property, or copyrighted material belonging to BCBSM/BCN and its content providers. BCBSM/BCN and its content providers retain all right, title, and interest in the content that (1) BCBSM/BCN make available to Third Party, and (2) that is submitted, posted, or otherwise shared by Third Party or anyone else on the Website.

No material from the Website may be modified, copied, reproduced, republished, uploaded, posted, broadcasted, transmitted, framed, licensed, sold, or distributed in any way without



the prior written consent of BCBSM/BCN, except as otherwise provided under the Terms. Third Party may not erase or alter any copyright or other proprietary notices on any copies Third Party makes.

8. Audit. BCBSM/BCN may obtain and use e-mail and IP addresses for audit, investigation, or other purposes, including to verify Users are still active.
9. Submitting Information or Posting Communications.
 - a. BCBSM/BCN is not responsible for any communications User chooses to post or information User chooses to submit. User assumes any and all consequences (including, but not limited to, possible loss of User's privacy) resulting from User's transmission of any unsecured information.
 - b. User represents and warrants to BCBSM/BCN that User is at least 18 years old and that User will not:
 - Erase or alter any copyright or other proprietary notices on any copies User makes;
 - Reproduce, transmit, publish or distribute any part of the Website for commercial, public, or other purposes without our written consent;
 - Allow anyone to Co-brand this Website or any portion (which means a name, logo, trademark or other means of attribution or identification of any party is displayed in such manner reasonably likely to give a Website User the impression that any other party has the right to display, publish, or distribute the Blues' Website or its accessible content);
 - Frame this Website or any portion (where the Website or portion will appear on the same screen with a portion of another Website);
 - Interfere with privacy or publicity rights of others;
 - Send a sexually-explicit image; use obscene, defamatory, threatening, harassing, abusive, or hateful language;
 - Violate the Children's Online Privacy Protection Act (COPPA);
 - Use this Website as a substitute for professional medical advice;
 - Adversely affect resources or the availability of this Website to others; or
 - Send material or information containing software viruses, corrupted data, mass mailings or any form of spam.
10. Compliance with the Law. Users will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its activities and obligations under the Terms.
11. Remedy; Limitation of Liability. BCBSM/BCN shall not be responsible in any manner for errors or failures in proprietary systems or programs other than those of BCBSM/BCN, nor shall it be responsible for errors or failures of Third Party's data, software, or other systems. BCBSM/BCN's sole liability and responsibility to Third Party or any other party under the Terms shall be to reprocess information, without charge, supplied by Third Party or from duplicate information from a backup.



IN NO EVENT SHALL BCBSM/BCN, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO THIRD PARTY OR ANY THIRD PARTY FOR ORDINARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF, PURSUANT TO, OR IN CONNECTION WITH THE TERMS OR IN ANY WAY RELATED TO BCBSM'S OR BCN'S PERFORMANCE OF THE SERVICES PROVIDED HEREIN, INCLUDING ERRORS DUE SOLELY TO BCBSM/BCN CONTROLLED MACHINES, OPERATORS, PROGRAMS, OR OTHERWISE, EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH.

Third Party will defend, indemnify, and hold BCBSM/BCN harmless from any damages or costs, including without limitation court costs and attorney fees, resulting from its acts or omissions associated with its responsibilities under the Terms or inaccurate claim payments or other errors that result from erroneous data inputs by Third Party.

12. Governing Law. The Terms are intended by the parties to be construed pursuant to the laws of Michigan unless preempted by federal law.

¹For purposes of the Agent Secured Services Portal, the 'Agency Coordinator' role is equivalent to the 'Principal Administrator' role and all references to 'Principal Administrator' herein shall also refer to 'Agency Coordinator.'