

ZING HEALTH OF MICHIGAN, INC.

TERMS OF USE

Effective Date: March 31, 2026

www.myzinghealth.com

⚠ Medical Emergency Notice

Do not use our website or app in a medical emergency. If you are experiencing a medical emergency, **call 911 immediately** or go to your nearest emergency room.

Electronic communication is not appropriate for all health issues, especially those of an urgent nature, and Zing Health makes no guarantee of any particular response time to an inquiry you may make.

⚠ Binding Arbitration & Class Action Waiver

These Terms require binding arbitration to resolve most disputes. They include a class action waiver and a jury trial waiver. See **Section 16** for details and instructions to opt out within 30 days of acceptance.

Important for Medicare Advantage members: The arbitration requirement does not apply to disputes arising from your Medicare Advantage plan coverage, Evidence of Coverage, enrollment, or claims. See Section 16.3.

At a Glance: Key Terms Summary

This summary highlights the most important points. The full terms follow in each section.

Who these Terms apply to	All visitors and users of the Zing Health website, mobile app, and any digital service linking to these Terms.
What you agree to	By using our Services, you agree to these Terms. If you do not agree, you may not use the Services.
Your permitted use	Personal, non-commercial use only (or your company's own internal use).
What you may not do	Scrape, copy, sell, or exploit our content; transmit malware; or use our Services for any unlawful purpose.
Intellectual property	All content belongs to Zing Health or its licensors. You acquire no ownership rights by using our Services.
Warranty disclaimer	Our Services are provided 'as is.' We make no warranties about availability or accuracy.
Liability limit	Our liability is limited to \$100 per calendar year for digital service claims. This limit does not apply to Medicare Advantage coverage disputes — see Section 14.3.

Dispute resolution	Most digital service disputes are resolved by binding arbitration in Illinois. Medicare coverage disputes are not subject to arbitration — see Section 16.3.
Governing law	Illinois law governs these Terms. Disputes are heard in Cook County, Illinois.
Changes	We may update these Terms at any time. Continued use after changes constitutes acceptance.
Contact us	webmaster@myzinghealth.com 1-866-946-4458 (TTY: 711)

1. Introduction and Acceptance

Zing Health of Michigan, Inc. and its affiliates and authorized agents (collectively, "**Zing Health**," "**we**," "**us**," or "**our**") operate the website at www.myzinghealth.com, the Zing Health mobile application, and any other digital services that link to these Terms (the "**Services**"). We make no representation that the Services are appropriate or available for use in locations other than the United States. If you choose to access the Services from outside the United States, you do so at your own initiative and risk, and you are responsible for complying with applicable local laws and regulations.

These **Terms of Use** ("Terms") govern your access to and use of the Services. By accessing or using the Services, you accept these Terms on your own behalf and on behalf of any company you represent.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SERVICES. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICES.

2. Changes to These Terms and the Services

We may change, modify, add, or remove portions of these Terms at any time by posting the updated Terms on our website, displaying an in-app notification, or sending an email to the address on your account. Your continued use of the Services after changes are posted constitutes your acceptance. If you do not agree, your sole remedy is to stop using the Services.

We also reserve the right to modify, suspend, or discontinue any aspect of the Services at any time without notice or liability.

You should check these Terms each time you access the Services to stay informed of any changes that may affect you.

3. Privacy Policy and HIPAA Notice

Information we collect through your use of the Services is subject to our **Online & Mobile Application Privacy Policy** (www.myzinghealth.com/privacy-policy). Your Protected Health Information is governed by our **HIPAA Notice of Privacy Practices** (www.myzinghealth.com/hipaa-notice). We encourage you to read both documents.

4. Intellectual Property

All content within the Services — including text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials, and any compilation, collection, or arrangement thereof (collectively, "**Content**") — is owned by or licensed to Zing Health, including trade dress and trade secrets. You acquire no ownership rights by using the Services. Unauthorized use of the Content may violate copyright, trademark, or other applicable laws.

If you believe any Content infringes your copyright, please see **Section 9** (Copyright Policy).

5. License to Access and Use

5.1 Permitted Use

Zing Health grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for your own personal, non-commercial purposes (or, if accessing on behalf of a company, for that company's internal use only). Any other use constitutes a violation of these Terms.

5.2 Prohibited Activities

You may not, without our express prior written authorization:

- **Automated access:** Use bots, scrapers, crawlers, or automated tools to access or copy any portion of the Services;
- **Remove notices:** Remove or modify any copyright notice, trademark, or other proprietary notice on the Content;
- **Commercial exploitation:** Reproduce, redistribute, sell, or exploit any portion of the Services or Content for commercial purposes;
- **Reverse engineering:** Decompile, disassemble, or attempt to derive the source code of any software component of the Services;
- **Resale or exploitation:** Resell, resublicense, or otherwise exploit any access to or use of the Services for any commercial purpose.

6. Restrictions on Access and Account Management

6.1 Accuracy of Information

You represent that all information you provide in connection with the Services is true, accurate, and complete. You are responsible for keeping your information current.

6.2 Account Deactivation and Member Record Retention

You may request deactivation of your Zing Health Portal Account (your app and member portal login) at any time. Because Zing Health is a federally regulated Medicare Advantage health plan, your underlying Member Record — including enrollment, claims, and coverage data — is retained as required by federal law (42 C.F.R. § 422.504(d)) and cannot be deleted upon request.

For full details about what can and cannot be done with your account and data, and instructions for requesting Portal Account Deactivation, please see **Section 7.5 of our Privacy Policy** at www.myzinghealth.com/privacy-policy.

6.3 Termination by Zing Health

We may terminate your access to all or part of the Services without notice or liability if you: (a) use any username or password without authorization; (b) use the Services illegally or inappropriately; (c) breach any agreement with Zing Health including these Terms; or (d) are determined, in our sole discretion, to have otherwise used the Services in an unauthorized or inappropriate manner. Following termination, provisions of these Terms reasonably intended to survive will continue in effect.

7. User Conduct

You are responsible for complying with all applicable laws and regulations. You may not use the Services to:

- (a) **Unlawful use:** Use the Services for any unlawful purpose;
- (b) **Malicious code:** Transmit viruses, malware, Trojan horses, or any code that damages or interferes with any system or data;
- (c) **Interference:** Impose an unreasonable load on the Services or interfere with other users' access or enjoyment;
- (d) **Harmful content:** Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable material of any kind;
- (e) **Privacy violations:** Post material that invades another person's privacy or violates their rights; or
- (f) **Unsolicited communications:** Post advertisements, chain letters, pyramid schemes, or other unsolicited commercial communications.

8. Feedback

8.1 License to Use Feedback

By providing any feedback, suggestions, ideas, or other information about the Services ("Feedback"), you automatically grant Zing Health an **irrevocable, perpetual, non-exclusive, transferable, worldwide, fully paid license** to use, copy, distribute, publicly display, reformat, translate, excerpt (in whole or part), and prepare derivative works from your Feedback for any purpose, commercial, advertising, or otherwise, on or in connection with the Services or the promotion thereof.

8.2 Your Representations

By providing Feedback, you confirm that you have the right to share it and that it does not violate any third-party rights. You are fully responsible for any Feedback you provide.

9. Copyright Policy (DMCA)

9.1 Reporting Infringement

If you believe content on our Services infringes your copyright, we will respond to notices complying with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512(c)(3). Your notice must include:

- (g) **Identification:** Sufficient detail to identify the copyrighted work you claim has been infringed;
- (h) **Signature:** Your electronic or physical signature, or that of the authorized copyright representative;
- (i) **Good faith statement:** A statement that you believe in good faith the use is unauthorized;
- (j) **Accuracy statement:** A statement, under penalty of perjury, that your notice is accurate and you are authorized to act; and
- (k) **Contact information:** Your name, address, phone number, and email.

9.2 Where to Submit

Method	Details
Compliance Hotline	1-844-919-4458 (toll-free, 24/7) www.MyComplianceReport.com — Access ID: ZHC
Mail	Zing Health of Michigan, Inc. — Attn: Copyright Agent 225 West Washington St., Suite 450 Chicago, IL 60606
Email	webmaster@myzinghealth.com

9.3 Misrepresentation

You may be liable for damages, including costs and attorneys' fees, if you knowingly misrepresent that material on our Services infringes your copyright.

10. Security

Zing Health takes commercially reasonable measures to secure information transmitted to and from the Services. Despite these measures, no internet transmission is completely secure. You are responsible for maintaining the confidentiality of your username, password, and account credentials, and for all activity that occurs under your account. Please notify us immediately at privacy@myzinghealth.com if you suspect unauthorized access. Zing Health will not be liable for loss or damage arising from unauthorized use of your credentials.

11. Hyperlinks

11.1 Third-Party Links

Our Services may link to third-party websites not maintained by Zing Health. We are not responsible for their content, accuracy, or privacy practices. Inclusion of any link does not imply our endorsement. You access linked sites at your own risk.

11.2 Linking to Our Site

If you wish to link to our Services, you may do so only with our express written permission for logo use. You may not misrepresent your relationship with Zing Health, imply our endorsement of your products or services, or link from any context containing libelous, obscene, or infringing content.

11.3 Right to Revoke

We may request at any time that you remove links to our Services or stop using the Zing Health logo. Upon such request, you agree to comply immediately.

12. Use of Trademarks

Except for the limited logo-linking permission described in Section 11, you may not use any Zing Health trademarks, service marks, trade names, or logos without our express prior written permission.

13. Disclaimer of Warranties

No Warranties — Please Read

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

The Zing Health parties — including Zing Health, Inc., its affiliates, healthcare services providers, medical advisors, contractors, content providers, officers, directors, employees, and agents (each, a "Zing Health Party," and collectively, the "Zing Health Parties") — do not warrant that: (a) the Services will be uninterrupted or error-free; (b) use of the Services will produce any particular result; (c) the Content is accurate, current, complete, reliable, or of any particular value or quality; (d) defects will be corrected; or (e) the Services are free of viruses or harmful components.

Nothing in this disclaimer limits any rights you have that cannot be excluded or limited under applicable law.

14. Limitation of Liability

14.1 No Liability for General Damages

In no event will any Zing Health party be liable for any losses or damages arising from: (a) your use of or reliance on the Services; (b) our performance or failure to perform; (c) the conduct of other users; or (d) your purchase or use of third-party products or services.

14.2 No Liability for Indirect Damages

Under no circumstances will any Zing Health party be liable for **indirect, consequential, incidental, punitive, or special damages** — including lost profits, lost data, or business interruption — even if advised of the possibility of such damages.

14.3 Aggregate Liability Cap

The maximum aggregate liability of the Zing Health parties for any claims arising from your use of the digital Services will not exceed **\$100.00 per calendar year**. In jurisdictions that do not allow the exclusion or limitation of liability for certain damages, the liability of the Zing Health Parties will be limited to the extent permitted by law.

Important: This liability limitation applies solely to claims arising from your use of the Zing Health digital services (website and mobile app). It does not limit, modify, or supersede any rights or obligations under your Medicare Advantage **Evidence of Coverage**, CMS regulations, or applicable state insurance law. Disputes regarding your health plan coverage, claims, or benefits are governed by your Evidence of Coverage and CMS-mandated processes, not by these Terms.

15. Indemnification

You agree to defend, indemnify, and hold harmless Zing Health and its officers, directors, employees, representatives, and agents from and against all claims, demands, suits, and other proceedings, and all resulting loss, damage, liability, cost, and expenses (including reasonable attorneys' fees) arising from or relating to:

- (a) Content, data, or information that you submit, post to, or transmit through the Services;
- (b) Your use of the Services or Content;
- (c) Your violation of these Terms;
- (d) Your violation of any rights of any third-party;
- (e) Any unauthorized use of a username, password, or account; or
- (f) Any illegal, unauthorized, or inappropriate use of the Services.

We reserve the right to assume exclusive defense and control of any matter subject to indemnification by you, at your expense. You agree to cooperate with us in asserting any available defenses.

16. Dispute Resolution — Binding Arbitration and Class Action Waiver

⚠ Please Read This Section Carefully

This section requires binding arbitration for most digital service disputes. It waives your right to class actions and jury trials. **See Section 16.3 for important exceptions that protect your Medicare rights.**

16.1 Agreement to Arbitrate

Any dispute or claim arising from, relating to, or connected with these Terms or your use of the digital Services (each, a "Claim") — subject to the exceptions in Section 16.3 — will be resolved by **binding individual arbitration** rather than in court, administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules. Judgment on the award may be entered in any court of competent jurisdiction.

16.2 Place and Manner

Arbitration will take place in the State of Illinois, or in the jurisdiction where you reside if required by applicable law. Arbitration may be conducted by telephone, online, or on written submissions.

16.3 Exceptions — Medicare Coverage and CMS-Governed Disputes

The arbitration requirement in this Section does not apply to — and cannot be used to resolve — any dispute or claim arising from:

- Your Medicare Advantage plan coverage, benefits, or exclusions;
- Claims for health care services or reimbursements under your plan;
- Your enrollment in or disenrollment from a Zing Health Medicare Advantage plan;
- Any matter governed by your Evidence of Coverage or CMS regulations; or
- Any matter for which CMS regulations require access to the plan's grievance and appeals process.

These disputes are governed by your **Evidence of Coverage** and CMS-mandated grievance, appeals, and coverage determination processes. See **Section 17** for information about your Medicare rights.

Zing Health may also bring a Claim for injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

16.4 Class Action Waiver

We each agree that any Claim subject to arbitration will be arbitrated on an individual basis only and will not be consolidated with any Claim of any other party through class action proceedings or class arbitration. With respect to claims brought in California, this class action waiver shall not apply to claims by either party for public injunctive relief, which may be pursued exclusively in a court of competent jurisdiction and not in arbitration, but all other claims, including any claims for private injunctive relief, are subject to arbitration.

16.5 Jury Trial Waiver

For any Claim subject to these Terms, we each waive the right to a jury trial to the fullest extent permitted by law.

16.6 How to Opt Out

Opt-Out Instructions — 30-Day Deadline

To opt out of arbitration for digital service disputes, notify us **in writing within 30 days** of first accepting these Terms. Mail your notification to:

Zing Health, Attention: Legal Department 225 West Washington Street, Suite 450, Chicago, IL 60606

Include your **name, address**, and a clear statement that you want to opt out of the arbitration agreement.

Opting out of arbitration does not affect any other provision of these Terms, nor does it affect your Medicare rights described in Section 17.

16.7 Statute of Limitations

Any Claim subject to arbitration under these Terms must be filed within one (1) calendar year after it arises, or it will be barred. This limitation does not apply to Medicare coverage, claims, or enrollment disputes. You acknowledge and agree that, regardless of any statute or law to the contrary, this one-year limitation period applies to all Claims subject to these Terms.

17. Your Medicare Rights

17.1 Grievances and Appeals

Nothing in these Terms limits your rights as a Medicare Advantage member. You have the right to:

- File a grievance or complaint with Zing Health about any aspect of your care or coverage;
- Request a coverage determination, redetermination, or appeal if a service or claim is denied or reduced;
- File a complaint with the Medicare helpline at **1-800-MEDICARE (1-800-633-4227)** or visit www.medicare.gov;
- Request an Independent Review Entity (IRE) review of any Zing Health coverage or payment determination.

For information about how to file a grievance or appeal, please refer to your **Evidence of Coverage** or call Zing Health Member Services at **1-866-946-4458**.

17.2 Required Medicare Communications

Certain communications are **required by CMS regulation** and cannot be opted out of, even if you request to stop all communications from Zing Health. These include:

- Annual Notice of Change (ANOC) and Evidence of Coverage (EOC);
- Explanation of Benefits (EOB) statements;
- Formulary change notifications;
- Notices of coverage determinations, appeals outcomes, and enrollment status;
- Any other communication required by CMS as a condition of your Medicare Advantage enrollment.

If you have questions about a specific communication, please contact Member Services.

18. Governing Law and Jurisdiction

These Terms are governed by the laws of the **State of Illinois**, without regard to conflict of law principles. For Claims not subject to arbitration under Section 16, disputes will be brought exclusively in a court in **Cook County, Illinois**. Each of you and your Company submits to personal jurisdiction in Illinois. This Section does not apply to Medicare coverage or CMS-governed disputes, which are subject to federal law and CMS dispute resolution procedures.

19. Accessibility

Zing Health is committed to making our digital services accessible to all members, including those with disabilities. We strive to meet applicable accessibility standards, including WCAG 2.1 AA guidelines, for our website and mobile application. If you experience difficulty accessing any part of our Services or need information in an alternative format, please contact us at:

Member Services: 1-866-946-4458 (TTY: 711)

Email: memberservices@myzinghealth.com

20. Miscellaneous

20.1 Entire Agreement

These Terms (as may be revised and amended from time to time) constitute the entire agreement between you and Zing Health regarding your use of the digital Services and supersede all prior communications on that subject.

20.2 Electronic Records

Our electronically stored copy of these Terms is the true, authentic, and enforceable copy.

20.3 Survival

Provisions intended to survive termination — including limitation of liability, indemnification, intellectual property, and dispute resolution — will remain in effect after any termination of your access.

20.4 No Third-Party Beneficiaries

These Terms do not confer rights or benefits on any person other than you and Zing Health.

20.5 Assignment

We may assign these Terms at any time without notice. You may not assign these Terms without our prior written consent.

20.6 Waiver

A waiver of any breach will not constitute a waiver of any other breach. Waivers must be in writing and signed by an authorized Zing Health representative.

20.7 Severability

If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. All remaining provisions remain in full force.

20.8 Cooperation with Law Enforcement

Evidence of illegal use of the Services may be provided to law enforcement without prior notice.

20.9 Other Agreements

If you have a separate written agreement with Zing Health regarding the Services, that agreement supersedes these Terms to the extent of any conflict.

21. Contact Us

Contact us with any questions about these Terms:

Method	Details
Email	webmaster@myzinghealth.com
Privacy	privacy@myzinghealth.com
Phone	1-866-946-4458 (TTY: 711)
Mail	Zing Health of Michigan, Inc. 225 West Washington Street, Suite 450 Chicago, IL 60606
Compliance / DMCA	1-844-919-4458 (toll-free, 24/7) www.MyComplianceReport.com — Access ID: ZHC

Medicare Help

1-800-MEDICARE (1-800-633-4227)
www.medicare.gov