

## **COBRA Terms of Service**

Customer acknowledges that it has entered and is subject to the terms and conditions of the PrimePay Product Terms (the “Product Terms”), available to view at [www.primepay.com/agreements](http://www.primepay.com/agreements), and that, except as otherwise provided herein, the terms of such Product Terms are incorporated herein by reference and shall also apply to this COBRA Terms of Service. This COBRA Terms of Service, the Product Terms, and Quote shall collectively be referred to herein as the Agreement, in addition to any additional schedules or agreements that may be applicable. In the event of any conflict between this COBRA Terms of Service and the Product Terms, this COBRA Services Terms of Service shall control, but only with respect to the products and services covered hereby. Capitalized terms used herein but not otherwise defined shall have the same meaning as ascribed to such terms in the Product Terms.

1. **Nature of COBRA Services.** PrimePay agrees that, upon the start of the Term as set forth in the applicable Quote, and for the remainder of the Term of this Agreement, PrimePay will, in accordance with and as agreed upon in the PrimePay Documentation, administer Customer’s COBRA responsibilities including, but not limited to, collecting and processing premium payments on the Customer’s behalf, pursuant to the set-up information, data, and delivery instructions provided by Customer.
2. **Third-Party Partners.** Customer acknowledges and agrees that, from time to time, PrimePay may partner with third-party providers (“Third-Party Partners”) to possibly provide additional services, including connecting Customer’s employees and qualified beneficiaries (“QBs”) with Third-Party Partners that provide alternatives to traditional health insurance (the “Third-Party Partner Services”). Customer consents to PrimePay furnishing information relating to the Third-Party Partner Services in addition to the applicable COBRA notices (the “Materials”). Further, Customer acknowledges and agrees that such Third-Party Partner services do not constitute health insurance, Customer is ultimately responsible for COBRA notices, and shall notify PrimePay immediately if Customer wishes to remove such inserts relating to Third-Party Partner services from the Materials.
3. **Disclaimer of Warranty.** IN ADDITION TO THE DISCLAIMER OF WARRANTIES IN THE PRODUCT TERMS, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE THIRD-PARTY PARTNER SERVICES DO NOT CONSTITUTE HEALTH INSURANCE AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR IT’S COMPLIANCE WITH COBRA AND OTHER REGULATORY LAWS GOVERNING CUSTOMER’S PROVISION OF COBRA COVERAGE TO QBS.
4. **State Money Transmission Notices.**
  - 4.1 **Texas Customer Notice .** PrimePay is licensed in Texas for money transmission or currency exchange activity with the Texas Department of Banking. Should You have a complaint involving a money transmission or currency exchange activity, first notify PrimePay’s Customer Success services at (877) 446 9729 (877-44-MYPAY) for prompt assistance. Second, if the complaint remains unresolved after discussing with PrimePay, the Texas Department of Banking has established contact information for directing a complaint: Texas Department of Banking, 2601 N. Lamar Blvd., Austin, TX 78705-4294, or toll free 1-(877) 276-5554, or fax 1-(512) 475-1313, or email [consumer.complaints@dob.texas.gov](mailto:consumer.complaints@dob.texas.gov), or website [www.dob.texas.gov](http://www.dob.texas.gov).

**4.2 Illinois Customer Notice.** If you suspect a violation of the Illinois Transmitters of Money Act, you may report that violation to the Illinois Department of Financial Institutions by calling 1-888-473-4858.

**4.3 New Mexico Customer Notice .** Should You have a complaint involving a money transmission, first notify PrimePay's Customer Success services at (877) 446 9729 (877-44-MYPAY) for prompt assistance. Second, if the complaint remains unresolved after discussing with PrimePay, the New Mexico Financial Institutions Division has established contact information for directing a complaint: via telephone (505) 476-4885 or their website, <https://www.rld.nm.gov/financial-institutions/file-a-complaint/>.

**4.4** As required under applicable state money transmitter laws, COBRA premium payments received from a QB on behalf of Customer shall be treated as received by PrimePay on the date the premium check is postmarked or the electronic payment is processed. Once such premium payments are unconditionally received by PrimePay, QB's corresponding payment obligation shall be extinguished.