

Terms of Use

Effective as of 09/23/2026

These Terms of Use constitute an agreement (this “Agreement”) by and between you and Community Health Plan of Washington (“CHPW,” “we,” or “us”), and govern your use of CHPW’s online (i) member portal, (ii) provider portal, (iii) website located at www.chpw.org, (iv) any other CHPW-provided websites intended for member and/or provider use (collectively, our “Websites”) and (v) any CHPW-provided mobile applications (the “Mobile Apps”). The Websites and Mobile Apps are referred to collectively in these Terms of Use as the “Site.” BY USING THE SITE, YOU ACCEPT AND AGREE TO ABIDE BY THE MOST RECENT TERMS OF USE AND PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT USE THE SITE.

No Medical Advice

Information we provide on the Site is intended for general educational purposes and *is not intended to be medical advice to you or any other person*. The Site is not monitored continuously and must not be used for emergencies or urgent medical situations. **If you are experiencing a medical emergency, you should not rely on any information on the Site and should seek appropriate emergency medical assistance, such as calling “911.”** You should always consult with your own medical provider about your health and medical questions and never rely on this or any other website alone to make medical decisions. We specifically do not intend for you to interpret anything on this Site as advocating the self-management of your health or medical condition or as a substitute for professional medical advice. Never delay seeking medical advice or disregard any medical advice you have received from your provider because of anything you read on the Site.

Changes in Terms of Use and to the Site

We have the right to change these Terms of Use at any time. Any change is effective as soon as we post it to the Site. We will post the date of the latest change at the top of this Terms of Use page. If you use the Site after a change is posted, you are considered to have accepted the changes. You should review these Terms of Use often to stay up to date.

We may update or change the information, features, or functionality available on or through the Site at any time. CHPW updates the information on the Site to keep the information as current and as accurate as possible; however, please be advised that the Site may contain

inaccuracies, errors, or unauthorized modifications by third parties. Some information and content available through the Site are provided by third-party service providers, and we do not assume responsibility for such third-party content. At any given time, the information may be out of date. If you feel you have encountered a page with outdated or inaccurate information, please let us know.

CHPW does not guarantee that the Site will be continuously available. No content on this Site is intended to replace or amend any contract for coverage that you may have with CHPW.

Privacy Policy and Privacy Notice

Information privacy and security are very important to CHPW. Our collection, use, and sharing of your personal information on the Site is governed by our Privacy Policy. Our [Washington Consumer Health Data Privacy Policy](#) applies to Washington residents and those whose “consumer health data” is collected by us. Our treatment of your individually identifiable health information generally, whether or not submitted or accessed by you via the Site, is governed by our [HIPAA Notice of Privacy Practices](#).

Username and Passwords

Some sections of the Site require use of a unique username and password to protect sensitive information and Protected Health Information (PHI). If you have legal authority to make health care decisions for someone else, you must contact CHPW to complete additional identification verification requirements before you will be allowed to access records or PHI pertaining to that individual. You are responsible for taking reasonable steps to keep your username and password secure and confidential. It is solely your responsibility to control the use of account information, specifically usernames and passwords, including but not limited to authorizing, monitoring, and controlling access to and use of your account. You must promptly inform CHPW of any need to deactivate a password and/or any unauthorized access to your account. CHPW reserves the right to suspend access to accounts based on suspected fraud, misuse, or security concerns.

Permitted Uses

You may access and use public areas of the Site to obtain general information about CHPW, our health care plans and benefits, and services related to our products. Sections of the Site that require a username and password to access may only be used to access or view health information pertaining to you or another person for whom you are legally authorized to make health care decisions. Unauthorized access to the personal health information of another, or disclosure of another’s personal health information to any other person will be grounds for immediate suspension of your access to the Site and may be a violation of federal or state law.

Restrictions on Use

You may use or download copies of the material on the Site only for your own personal use.

You may not – and may not knowingly allow anyone else to – do any of the following:

- (1) Use the Site for commercial (money-making) purposes or otherwise use the Site for the benefit of anyone other than you or us.
- (2) Use the Site for any illegal purpose or to transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person.
- (3) Upload or transmit any communication or content that may infringe on or violate the rights of another person.
- (4) Reverse-engineer or attempt to discover any underlying ideas, source code, processes, techniques, technology, design, formula, engineering, or algorithms of the Site.
- (5) Reverse-engineer, disassemble, decompile, reproduce, transcribe, translate into any language or computer language, re-transmit in any form by any means, resell, or redistribute the Content without our prior written consent.
- (6) Attempt to disable, “hack,” or otherwise interfere with the proper functioning of this Site.
- (7) Submit personally identifiable information if the submitter is under the age of 13.

Posting Messages, Comments, or Content

Certain portions of this Site may be configured to permit visitors to post messages, comments, or other content. Any such content is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose. Sections of the Site which require a username and password may allow you to access communications from CHPW personnel responding to a request or inquiry from you. Any such communications from us will be stored and transmitted securely.

You agree not to post any content:

- (1) which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or
- (2) the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

You are solely responsible for the content of any postings or messages you submit, and CHPW assumes no responsibility or liability for any content submitted by you or any other website visitor. We may, but are not obligated to, restrict or remove any and all content from a message that we determine, in our sole discretion, violates these Terms of Use or is otherwise harmful to us, our members, or any third party. We reserve the right to remove the content

you provide at any time, but you understand that we may preserve and access a backup copy, and we may disclose the content if required to do so by law or based on a good faith belief that such access, preservation, or disclosure is required by law or in the best interests of CHPW.

Any content you submit is for non-commercial use only. Any content you submit will be routed through the internet, and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit on any publicly accessible section of the Site.

You also understand and agree that content you submit on any publicly accessible section of the Site, including posts submitted anonymously, may contain information that, directly or indirectly, could identify you.

If you post content or submit material on any publicly accessible section of the Site, then unless we expressly indicate otherwise, you grant CHPW a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant CHPW and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and Conditions and will not cause injury to any person or entity; and that you will indemnify the CHPW or its affiliates for all claims resulting from content you supply.

Termination and Suspension

We may suspend, restrict, or terminate your access to the Site, with or without notice, if we have reason to believe any of the following: (i) your username and password or account for the Site has been used or disclosed by an unauthorized individual; (ii) any information improperly obtained through the use of your username and password or account has been misused; (iii) you have violated these Terms of Use; or (iv) termination of your access is otherwise appropriate. You may terminate your access to the Site at any time. If you wish to terminate your account, contact us.

Copyright and Intellectual Property

CHPW or its third-party service providers own the copyright and other intellectual property for the Content of the Site ("Content" includes text, graphics, images, and other material, and includes any software that permits you to visit or use the Site that we have developed or have a legal license to use). Neither you nor anyone else has or gets any right, title, or interest in and to the Content by simply visiting or using the Site. Some features of the Site are subject to terms of use provided by our third-party service providers. In addition, we maintain links from the Site to third-party websites. We do not continuously evaluate, and we are not responsible for, any content on these third-party websites. Your use of third-party websites is governed by

any terms of use and/or privacy statements posted on those third-party websites. The mention of specific products, processes, or services on this Site does not constitute or imply a recommendation or endorsement by us, unless explicitly stated otherwise on our Site.

Trademarks

The trade names, trademarks, service marks, logos, and slogans (“Marks”) contained in the Site belong to CHPW, its subsidiaries and affiliates, or to another party that we have allowed to place its Marks on our Site. You are not authorized to use a Mark in any advertisement, publicity, or in any other commercial manner without getting written permission in advance of the owner of the Mark.

If Content violates your copyrights

Under the terms of the Digital Millennium Copyright Act, if you send our “Designated Agent” (shown below) a notice that Content on our Site infringes your copyrights, we will promptly remove or disable access to the infringing Content. A notice for this purpose must contain all of the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of the right that you believe is being infringed.
- (2) Identification of the copyrighted work that you believe is being infringed.
- (3) A description of the Content that you believe is infringing and should be removed;
- (4) Enough information so we can find the infringing Content on our Site;
- (5) Enough information so that we can contact you, including your name, address, and telephone number and email address (or both);
- (6) A statement that you believe in good faith that use of the material in the manner complained about is not authorized by the copyright owner, its agent, or the law; and
- (7) A statement that the information in your notice is accurate and, under the penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a notice that has this information, we will remove or disable access to the Content in question. We will notify the source of the infringing Content of your complaint and our actions. In some cases, if the source of the Content provides us with additional information that convinces us that the Content should not have been removed, we may reinstate it. You may want to consult with a lawyer before filing a notice or responding to a notice filed by someone else.

Warranty Disclaimer

While we try to keep the Content on the Site as accurate as possible, we cannot and do not guarantee the reliability, accuracy, completeness, or appropriateness of any information or Content on the Site (including links to other sites operated by third parties). CHPW disclaims any warranty or representation as to the accuracy, completeness, or appropriateness of any of the information on the Site. We do not make any promises about the results that may be obtained from using the Content on the Site. You therefore use the Content on the Site at your own risk.

The information and Content on the Site are provided AS IS WITHOUT WARRANTY OF ANY KIND, AND WE DISCLAIM ANY EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability

We are not liable for any delay, inaccuracy, error, or omission with respect to the Site or the transmission or delivery of all or any part of it, or for any damage or results that arise from your use of the Site. Under no circumstances shall CHPW or any of its related or affiliated companies be liable for any direct, indirect, incidental, special, consequential or punitive damages that result from the use of, or the inability to use, the Site. You specifically acknowledge and agree that CHPW is not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with any of the CHPW Content, or with any clause of these Terms of Use, your sole and exclusive remedy is to discontinue using this website.

Governing Law and Forum for Disputes

CHPW controls and operates the Site from its headquarters in Seattle, Washington, USA, and makes no representation that these materials are appropriate or available for use in locations outside the jurisdiction of the state of Washington. If you use this Site from other locations, you are responsible for compliance with applicable local laws. The existence of the Site and the fact that you can access it from anywhere is not intended and should not be construed to mean that we are conducting business in all states of the United States of America. Neither do we consent or submit to the personal jurisdiction of the state or federal courts in any state in the United States, except Washington state. By using the Site, you are agreeing that any claim or action arising directly or indirectly from the use of the Site will be construed in all respects under the laws of the State of Washington, exclusive of its choice of law or conflict of laws' provisions. The exclusive venue for any action or dispute arising out of these Terms of Use or their violation will be the state and federal courts located in King County, Washington.

Ask a Question

If you have questions about the privacy and security of your protected health information, or if you want to request paper copies of any of the documents mentioned on the Site, call the Community Health Plan of Washington Customer Service Team at 1-800-440-1561 (TTY:711) from 8 a.m. to 5 p.m. Monday through Friday.

Report a Problem

We will not penalize you in any way if you file a complaint. If you believe your privacy rights have been violated, you may file a complaint with us by phone or mail:

- Call our Customer Service Team at
1-800-440-1561 (TTY:711) or (206) 521-8830.
- Write to our Compliance Officer:
Community Health Plan of Washington
Attn: Compliance Officer
1111 3rd Ave, Suite 400
Seattle, WA 98101