

The Terms of Use for the PEBB Program's email subscription service (available through the UW Workday system) is effective as of 1/1/2017.

1. General description

This agreement is between:

The Health Care Authority (HCA), the Public Employees Benefits Board (PEBB) Program, the State of Washington, and its officials, agents, and employees

AND

Users of the PEBB Program's email subscription service.

This agreement controls when the PEBB Program may use and share an email address registered with the PEBB email subscription service with the PEBB Program's contracted [business partners](#). **READ THIS USER AGREEMENT CAREFULLY BEFORE SELECTING AN ANSWER**

This agreement does not cover instances in which you give your email address (or other information) directly to our contracted business partners. In such instances, the contracted business partner's terms of use will govern. Please check the terms of use and privacy policies of other entities before providing any information to them through their websites.

2. How the PEBB Program will use your email address

If you agree, the PEBB Program will bring you up-to-date benefit information in a faster and less costly way by (1) using the email you provide for the PEBB Program's email subscription service (if you sign up for that service), and (2) sharing that email address with the PEBB Program's contracted business partners. These business partners have agreed that your email address will not be:

- Used for non-PEBB communications, including solicitations for other services they may offer.
- Shared with anyone else, including their other business partners.

Unless required by law, the PEBB Program will not disclose your personal email address in public record disclosure requests.

3. Keeping your email address up-to-date

When you provide an email address for the email subscription service, we will assume that is the most accurate and up-to-date way to reach you. If your email address is incorrect or changes, you will be responsible for updating it through Workday Benefits Self Service.

To sign up for the PEBB Program's email subscription service, click on the Benefits Worklet from your Home screen and select "PEBB Email Subscription" on the **Change Benefits** page. You may choose to use either your Work Email or your Home Email for the subscription. The email address that you select will be used for communications from the PEBB Program and its business partners. (NOTE: If using your Home Email, be sure that there is one entered on your **Contact** page. If no Home Email address has been entered, the PEBB Program's email subscription service will default to using your Work Email.)

4. You will still receive some PEBB communications by regular mail

The PEBB Program may continue to send some communications to you by mail, including those required by rules or laws.

5. How to unsubscribe to PEBB's email subscription service

You can unsubscribe from the PEBB Program's email subscription service at any time through Workday Benefits Self Service. To do so, go to the **Change Benefits** page and select "PEBB Email Subscription". Check the option to "*Decline/Unsubscribe: No, I do not want to subscribe to PEBB's email subscription service.*"

If you unsubscribe, the PEBB Program will remove your email address from the email subscription service and mail printed communications to your address on file. The PEBB Program will also remove your email address from its list shared with its contracted business partners, but the use of any email address you provided directly to our business partners can only be limited by contacting the business partner directly.

6. Cookies

Some websites transfer small files, also called "cookies," to your computer to collect certain non-personal information. Neither the HCA's nor the PEBB Program's website transfers cookies to a user's computer. However, some contracted [business partners'](#) websites may transfer cookies to your computer, even if you access their websites through a link posted on the HCA's or the PEBB Program's websites. Please check the privacy policies of the PEBB Program's contracted business partners to see what policies they have on cookies and similar programs.

7. Governing law

The laws of the State of Washington govern the terms of this agreement.

8. Limit of liability and indemnification

To the fullest extent permitted by law, by agreeing to this agreement, you also agree to indemnify and hold harmless the HCA, the PEBB Program, the State of Washington, its agencies, officials, agents, and employees, from and against all claims arising out of or resulting from this agreement. Claims means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury sickness, disease, death, injury, or destruction of tangible property including loss of use.

You expressly agree to indemnify and hold harmless the HCA, the PEBB Program, the State of Washington, its agencies, officials, agents, and employees, for any claim arising out of or incident to this agreement. Your obligation to indemnify and hold harmless will not be eliminated by any actual or alleged concurrent negligence of HCA, the PEBB Program, the State of Washington, its agencies, officials, agents, and employees.

9. No waiver

The failure of the HCA, the PEBB Program, the State of Washington, its agencies, officials, agents, and employees to enforce their rights under this agreement will not be deemed a waiver by that party as to subsequent enforcement of rights.

10. Severance

If any part of this agreement is declared void by any court of appropriate jurisdiction, such declaration will have no effect on the remaining parts.

11. Termination and amendment of agreement

This agreement is effective until amended or terminated by the HCA, the PEBB Program, the State of Washington, its officials, agents, and employees. The HCA, the PEBB Program, the State of Washington, its officials, agents, and employees may amend or terminate all or part of this agreement at any time without notice to you. The most current version of this agreement can be found in Workday Benefits Self Service on the **Change Benefits** page under "PEBB Email Subscription."

12. Permission

By "Accepting" PEBB email service, you are granting the PEBB Program permission to use and share your email address under the terms of this agreement. You understand that if you feel you have received an email that violates the terms of this agreement, you may contact the PEBB Program at 1-800-200-1004 to report it.

If you select "Decline/Unsubscribe," you understand that the PEBB Program will not use or share your email address under the terms of this agreement.

This agreement replaces any previous versions of the PEBB Program's Terms of Use for its PEBB email subscription service.