

## **Sydney Administrators LLC**

SydneyAdministrators.com/Connect by Sydney Connect.sydneytpa.com

Terms of Service

Last modified 6/17/2024

By clicking the "I Agree" box below, you agree to the following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Service"), for Connect.sydneytpa.com and [SydneyAdministrators.com](https://SydneyAdministrators.com) (together, "Connect by Sydney") and agree to govern your access to and use of Connect by Sydney in accordance with these Terms of Service, whether you're a registered user of Connect by Sydney or a guest. These Terms of Service are agreed to between you and Sydney Administrators LLC, a Florida limited liability company.

Throughout these Terms of Service, "Sydney Administrators," "we", "us", and "our" refer to Sydney Administrators LLC, a Florida limited liability company, and its subsidiaries, divisions, branches, or affiliates, or other companies under its control, and "you" and "your" refer to the individual who clicks the "I Agree" box below.

Please read these Terms of Service carefully before you start to use Connect by Sydney. By clicking to agree to these Terms of Service when this option is made available to you, or by accessing and using Connect by Sydney, you accept and agree to be bound and abide by these Terms of Service and our Privacy Statement, found at Sydney Administrators LLC [Privacy Statement](#), which is incorporated herein by reference. If you do not want to agree to these Terms of Service or the Sydney Administrators LLC [Privacy Statement](#), then you must not access or use Connect by Sydney.

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when they appear on Connect by Sydney, and apply to all access to and use of Connect by Sydney thereafter.

Your continued use of Connect by Sydney following the posting of revised Terms of Service means that you accept and agree to the revisions. You are expected to check this page each time you access Connect by Sydney, so that you are aware of any changes, as they are binding on you.

### **Eligibility for Use**

Connect by Sydney is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions and are enrolled in a Benefit Plan, are an employee or agent for a Benefit Plan, or are otherwise providing services for a Benefit Plan or its enrollees. By using Connect by Sydney, you represent and warrant that you are of legal age to form a binding contract with Sydney Administrators and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use Connect by Sydney.

## **Technical Requirements**

Prior to completing any process (such as claim submission), you must verify that you have the required hardware and software necessary to access and retain documents. You will need:

- a connection to the internet, such as Microsoft Edge or Chrome;
- a valid email address that is capable of receiving emails from us; and
- [Adobe Acrobat Reader, Version 4.0 or higher] to view electronic documents. You may download this application for free at the following website: [<http://www.adobe.com/products/acrobat/readstep2.html>].

## **Benefit Plan Administrator; Limited Role**

Sydney Administrators provides services for insurance policies and employee benefit plans (each a "Benefit Plan"). We are not an agent of or broker for any Benefit Plan.

We are providing you access to Connect by Sydney because you are enrolled in a Benefit Plan, you are an employee or agent for a Benefit Plan, or you are otherwise providing services for a Benefit Plan or its enrollees.

We provide information on or through Connect by Sydney on behalf of Benefit Plans. We assume no responsibility for, and do not warrant, the accuracy, completeness, or usefulness of information you receive through Connect by Sydney related to a Benefit Plan, including information about benefits, reimbursement procedures, premium rates, underwriting criteria, or claims payments. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to Connect by Sydney, or by anyone who may be informed of any of its contents.

We do not guaranty payment of any benefits due under any Benefit Plan and we are not liable for the payment of claims under any Benefit Plan. Each Benefit Plan has full responsibility and liability for payment of claims in accordance with the provisions of the Benefit Plan.

Any information that you submit through Connect by Sydney, and any information that you receive from Connect by Sydney, will be subject to the privacy and other requirements of the applicable Benefit Plan, to the extent those requirements apply. The applicable Benefit Plan, not Sydney Administrators, is responsible for complying with the Benefit Plan terms and with the Employee Retirement Security Act, the Health Insurance Portability and Accountability Act and other privacy laws, the Patient Protection and Affordable Care Act, state insurance law, and other applicable law.

## **Passwords and Account Security**

To access Connect by Sydney and resources on Connect by Sydney, you may need a user name and/or password. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures (any "Login Identifier"), you must treat that Login Identifier as confidential. You must ensure that your Login Identifiers are used only by you. You must not provide any other individual or entity with your Login Identifiers or with access to Connect by Sydney or portions of it, using your Login Identifiers or otherwise. You are solely responsible for any and all access and use of Connect by Sydney that occurs using any of your

Login Identifiers or otherwise under your account.

You must ensure that you exit from your account at the end of each session. You must use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You must immediately notify us via email at [security@tpasvcs.com](mailto:security@tpasvcs.com) of any unauthorized use of your account and/or Login Identifiers or any other breach of security related to Connect by Sydney.

To access Connect by Sydney you may be asked to provide certain registration details or other information. It is a condition of your use of Connect by Sydney that all the information you provide on Connect by Sydney is correct, current, and complete. You agree that all information you provide to register with Connect by Sydney, or otherwise, including, but not limited to, through the use of any interactive features on Connect by Sydney, is governed by our [Privacy Statement](#), and you consent to all actions that we take with respect to your information, provided that those actions are consistent with our Privacy Statement.

We have the right to disable any username, password, or other Login Identifier, whether chosen by you or provided by us, at any time if in our opinion you have violated any provision of these Terms of Service or for any other reason in our discretion.

We reserve the right in our discretion, without notice, to withdraw or amend Connect by Sydney, and any service or material we provide on Connect by Sydney. We will not be liable if for any reason all or any part of Connect by Sydney is unavailable at any time or for any period. From time to time we may restrict user access, including registered user access, to some or all parts of Connect by Sydney.

You are responsible for:

- making all arrangements necessary for you to have access to Connect by Sydney; and
- ensuring that all persons who access Connect by Sydney through your internet connection are aware of these Terms of Service and comply with them.

These Terms of Service permit you to use Connect by Sydney only for the following purposes (your "Permitted Use"):

- If you are enrolled in a Benefit Plan, then you may use Connect by Sydney to access information about or manage your Benefit Plan coverage.
- If you are an employee or agent for a Benefit Plan, or you are otherwise providing services for a Benefit Plan or its enrollees, then may use Connect by Sydney to provide services for the applicable Benefit Plan and/or enrollees.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on Connect by Sydney, except as follows:

- Your computer may temporarily store copies of such materials in memory incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display

enhancement purposes.

- You may save digital images of your Sydney Connect information for your own Permitted Use and not for further reproduction, publication, or distribution.

You must not:

- modify copies of any materials from Sydney Connect;
- use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; or
- delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from Sydney Connect.

If you print, copy, modify, download, or otherwise use or provide any other individual or entity with access to any part of Connect by Sydney in breach of these Terms of Service, your right to use Connect by Sydney will stop immediately and you must immediately destroy any copies of the materials you have made (or at our request return the materials). No right, title, or interest in or to Connect by Sydney or any content on Connect by Sydney is transferred to you, and all rights not expressly granted are reserved by Sydney Administrators, its licensors, or other providers of such material. Any use of Connect by Sydney not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

You may use Connect by Sydney only for lawful purposes and in accordance with these Terms of Service. You agree not to use Connect by Sydney:

- in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- to send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Service;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- to impersonate or attempt to impersonate Sydney Administrators, a Sydney Administrators employee or representative, another user, or any other individual or entity or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Connect by Sydney, or which, as determined by us, may harm Sydney Administrators or users of Connect by Sydney, or expose them to liability.

Additionally, you agree not to:

- use Connect by Sydney in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of Connect by Sydney, including their ability to engage in real time activities through Connect by Sydney;
- use any robot, spider, or other automatic device, process, or means to access Connect by Sydney for any purpose, including monitoring or copying any of the material on Connect by

Sydney;

- use any manual process to monitor or copy any of the material on Connect by Sydney, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent;
- use any device, software, or routine that interferes with the proper working of Connect by Sydney;
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Connect by Sydney, the server on which Connect by Sydney is stored, or any server, computer, or database connected to Connect by Sydney;
- attack Connect by Sydney via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of Connect by Sydney.

## **Submissions**

Connect by Sydney may contain interactive features that require or allow you to submit or transmit information to insurers, brokers, users, or other individuals or entities on or through Connect by Sydney (such transmissions or submissions, "User Submissions").

All of your User Submissions must comply with the content standards set out in these Terms of Service. You understand and acknowledge that you are responsible for any User Submissions you submit, and you, not Sydney Administrators, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of Connect by Sydney.

## **Monitoring and Enforcement**

We have the right to:

- remove any User Submission for violation of any provision of these Terms of Service;
- take any action with respect to any User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates these Terms of Service, infringes any intellectual property right or other right of any individual or entity, threatens the personal safety of users of Connect by Sydney or the public, or could create liability for Sydney Administrators;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of Connect by Sydney;
- terminate or suspend your access to all or part of Connect by Sydney for any violation of any provision of these Terms of Service or for any other reason in our sole discretion.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone submitting any materials on or through Connect by Sydney. YOU WAIVE AND HOLD HARMLESS SYDNEY ADMINISTRATORS AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE

FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is submitted on Connect by Sydney and cannot ensure prompt removal of objectionable material after it has been submitted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Monitoring and Enforcement section.

### **Changes to Connect by Sydney**

We may update the content on Connect by Sydney from time to time, but its content is not necessarily complete or up-to-date. Any of the material on Connect by Sydney may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to Connect by Sydney**

All information we collect on Connect by Sydney is subject to our [Privacy Statement](#). By using Connect by Sydney, you consent to all actions taken by us with respect to your information, to the extent that the actions are not inconsistent with our policies and practices as set forth in the Privacy Statement.

### **Links from Connect by Sydney**

If Connect by Sydney contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party sites or resources linked to Connect by Sydney, you do so entirely at your own risk and subject to the terms and conditions of use for such sites and resources.

### **Trademarks; Intellectual Property**

Connect by Sydney and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Sydney Administrators, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Company trademarks and all other Sydney Administrators names, logos, product and service names, designs, and slogans (the "Sydney Marks"), are trademarks of and/or owned or licensed by Sydney Administrators. You must not use the Sydney Marks without the prior written permission of Sydney Administrators. All other names, logos, product and service names, designs, and slogans on Connect by Sydney are the trademarks of their respective owners.

### **Geographic Restrictions**

Sydney Administrators, the owner of Connect by Sydney, is based in Florida in the United States. We provide Connect by Sydney for use only by persons located in the United States. We make no claims that Connect by Sydney or any of its content is accessible or appropriate outside of the United States. Access to Connect by Sydney may not be legal by certain persons or in certain countries. If you access Connect by Sydney from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from Connect by Sydney will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO: (i) YOUR USE OF CONNECT BY SYDNEY OR ANY SERVICES OR ITEMS OBTAINED THROUGH CONNECT BY SYDNEY, OR (ii) YOUR DOWNLOADING OF ANY MATERIAL POSTED ON CONNECT BY SYDNEY OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF CONNECT BY SYDNEY, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH CONNECT BY SYDNEY IS AT YOUR OWN RISK. CONNECT BY SYDNEY, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH CONNECT BY SYDNEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SYDNEY ADINISTRATORS NOR ANY INDIVIDUAL OR ENTITY ASSOCIATED WITH SYDNEY ADINISTRATORS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF CONNECT BY SYDNEY. WITHOUT LIMITING THE FOREGOING, NEITHER SYDNEY ADINISTRATORS NOR ANYONE ASSOCIATED WITH SYDNEY ADINISTRATORS REPRESENTS OR WARRANTS THAT: (i) CONNECT BY SYDNEY, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH CONNECT BY SYDNEY, WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; (ii) THAT DEFECTS WILL BE CORRECTED; (iii) THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (iv) THAT CONNECT BY SYDNEY OR ANY SERVICES OR ITEMS OBTAINED THROUGH CONNECT BY SYDNEY WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, SYDNEY ADINISTRATORS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF SYDNEY ADMINISTRATORS AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID FOR THE SERVICE OUT OF WHICH LIABILITY AROSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Sydney Administrators, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of Connect by Sydney, including, but not limited to (i) your User Submissions, (ii) any use of Connect by Sydney's content, services, and products other than as expressly authorized in these Terms of Service, or (iii) your use of any information obtained from Connect by Sydney.

### **Disputes**

All matters relating to Connect by Sydney and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or Connect by Sydney shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in Pinellas County, Florida. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR CONNECT BY SYDNEY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED, EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES AN EXTENSION OF TIME TO FILE A CLAIM.

### **Waiver and Severability**

No waiver by Sydney Administrators of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Sydney Administrators to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent

jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Service will continue in full force and effect.

### **Entire Agreement**

These Terms of Service and all other terms incorporated herein constitute the sole and entire agreement between you and Sydney Administrator regarding Connect by Sydney and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding Connect by Sydney.

### **Your Comments and Concerns**

Connect by Sydney is operated by Sydney Administrators LLC, a Florida limited liability company, with offices at 2100 Bow Lane, Safety Harbor, Florida, 34695.

All feedback, comments, requests for technical support, and other communications relating to Connect by Sydney must be directed to: [cs@tpasvcs.com](mailto:cs@tpasvcs.com)