Terms of Service

Nemus Insights LLC

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These terms govern access to the Nemus Insights websites and the employer, broker, and member portals. By creating an account or using the service, you agree to them.

The service

Nemus Insights is a software platform for self-funded health benefits: claims and cost analytics for employers, book tools for brokers, and an employee portal for coverage questions, programs, and related guidance. Features available to you depend on your organization's subscription and entitlements.

Accounts

You must provide accurate account information and keep credentials confidential. The customer (typically the employer or broker) is responsible for who it authorizes, for the data it uploads, and for use of the service by its users. Notify us promptly if you believe an account has been compromised.

Customer data and PHI

The customer retains its rights in claims, eligibility, plan documents, and other data it provides. The customer represents that it has the legal right to provide that data to Nemus Insights for the purposes of the service. Protected health information is handled as described in our Privacy Policy and HIPAA Compliance statement. Where a Business Associate Agreement applies, that BAA controls for PHI.

Acceptable use

You may not:

- Access another person's record or chat without authorization
- Probe, scrape, or overload the service except as we expressly allow
- Misuse agents to generate unlawful, harmful, or deceptive content
- Reverse engineer the platform except to the extent the law prohibits that restriction
- Resell or white-label the service without a written agreement

AI and information only

Chat, forecasts, cost tips, and similar outputs are informational. They are not medical advice, legal advice, or a benefits determination. They do not replace the plan's Summary Plan Description, the claims administrator, or a licensed clinician. You remain responsible for decisions you make based on the service. Additional terms for AI features are in the AI Terms of Service.

Fees

Commercial use is billed under the customer's order or proposal. Pricing is customized. Unpaid amounts may result in suspension after notice.

Intellectual property

Nemus Insights and its licensors own the platform, branding, and documentation. You receive a limited, non-exclusive right to use the service during the subscription term. Feedback you give us may be used to improve the product without obligation to you.

Confidentiality

Each party will protect the other's non-public information with reasonable care and use it only to perform under these terms or the customer agreement.

Disclaimers and liability

The service is provided "as is." To the fullest extent permitted by law, we disclaim implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that forecasts, chat answers, or analytics are complete or error-free.

Except for a party's fraud, willful misconduct, or obligations that cannot be limited by law, neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or data. Our aggregate liability for the service in any twelve-month period is limited to the fees the customer paid us for the service in that period.

Indemnity

The customer will defend and indemnify Nemus Insights against claims arising from customer data (including claims that the customer lacked the right to provide PHI or roster data) or from use of the service in violation of these terms.

Termination

Either party may terminate for material breach that remains uncured after notice. We may suspend access for security risk, unpaid fees, or unlawful use. After termination we will delete or return customer data as required by the customer agreement or BAA, except copies we must keep for legal or backup

purposes.

Governing law

These terms are governed by the laws of the State of Iowa, without regard to conflict-of-law rules. Exclusive venue for disputes is the state or federal courts located in Iowa, unless a customer agreement says otherwise.

Changes

We may update these terms. The "Last updated" date will change when we do. Continued use after a posted change constitutes acceptance, except where a signed customer agreement requires a different process. Material changes to the published PDF may require renewed acceptance in the product.

Contact

Questions about these terms go through Contact us at nemusinsights.com/contact. This page is standard product terms. It is not legal advice and does not replace a signed customer agreement or BAA.