

Terms of Service

Welcome to SMARTLIGHT ANALYTICS, LLC

These Terms of Service (“Terms”) govern your access to and use of our website, products, and services. By accessing or using our Sites and Services, you agree to be bound by these Terms. We encourage you to read these Terms carefully to understand your rights and obligations when engaging with our Services. If you do not agree with any part of these Terms, please discontinue using the Site immediately.

Definitions

- **“Sites”**: Refers to SmartLight Analytics website, accessible at <https://smartlightanalytics.com/> and <https://reports.smartlightanalytics.com/>.
- **“SmartLight Analytics,” “We,” “Us,” or “Our”**: Refers to SmartLight Analytics, LLC, its affiliates, employees, contractors, and any entities associated with its operations.
- **“You” or “User”**: Refers to any individual or entity accessing the Site or using SmartLight Analytics Services, including customers, partners, and other stakeholders.
- **“Services”**: Refers to all services provided by SmartLight Analytics, including, but not limited to, the use of privacy-conscious inferential analytics in claims monitoring and analytics; detection of waste, fraud, abuse, and low-value care in healthcare claims; Pharmacy Benefit Manager (PBM) RFP consulting; Fiduciary Value Analysis (FVA); compliance and fiduciary oversight support; and access to the SmartLight Health Data Warehouse (SHDW) for secure claims data storage, reporting, and visualization. Services may also include related consulting, reporting, educational resources, and support provided to plan sponsors, third-party administrators, and other authorized stakeholders.
- **“Privacy Policy”**: Refers to SmartLight Analytics’ privacy practices document, incorporated into these Terms by reference, which outlines how we handle your personal information.

Acceptance of Terms

By accessing or using our Site or Services, you confirm that you have read, understood, and agree to these Terms and our Privacy Policy. Your continued use constitutes ongoing acceptance. These Terms form a legally binding agreement between you and SmartLight Analytics. It is your responsibility to ensure that you understand these Terms and how they affect your use of our Sites and Services.

Changes to Terms

SmartLight Analytics reserves the right to modify these Terms at any time. Changes become effective upon posting on the Sites, with the “Effective Date” updated accordingly. You are responsible for reviewing these Terms periodically. Continued use of the Sites or Services after changes are posted constitutes acceptance. Significant changes may be accompanied by a notification, but it remains your responsibility to stay informed about the latest version of the Terms.



Description of Services

SmartLight Analytics provides healthcare cost containment services to employer-sponsored health plans through privacy-conscious, technology-enabled solutions. Leveraging inferential analytics, clinical expertise, and investigative insight, SmartLight identifies and addresses waste, fraud, abuse, and low-value care in healthcare claims. Our services include continuous claims monitoring; compliance and fiduciary oversight support; Pharmacy Benefit Manager (PBM) RFP consulting; Fiduciary Value Analysis (FVA); and secure claims data storage, reporting, and visualization through the SmartLight Health Data Warehouse (SHDW). We also offer related consulting, reporting, and educational resources to plan sponsors, third-party administrators (TPAs), and other authorized stakeholders, operating in partnership with carriers and requiring minimal employer involvement.

User Responsibilities

You agree to use the Sites and Services only for lawful purposes and in compliance with applicable laws. Prohibited activities include but are not limited to:

- Engaging in fraudulent, harmful, or illegal activities, such as unauthorized access to systems or misuse of data.
- Attempting unauthorized access to our systems or data.
- Interfering with the functionality of the Sites or Services by introducing harmful software, disrupting communications, or overloading system resources.

Your responsible use ensures a safe and productive environment for all users. Violations may result in termination of access, legal action, or other consequences deemed appropriate by SmartLight Analytics.

Intellectual Property

All content on the Sites and Services, including but not limited to text, graphics, logos, software, and proprietary technologies, is the property of SmartLight Analytics or its licensors. Unauthorized use, reproduction, or distribution is strictly prohibited and may result in legal action. SmartLight Analytics' intellectual property rights are protected under applicable laws, and we reserve the right to enforce them to the fullest extent.

Data Privacy

Your privacy is important to us. Please review our Privacy Policy to understand how we collect, use, and protect your information. The Privacy Policy is incorporated into these Terms by reference and is available on the Sites. By using our Sites or Services, you consent to the practices described therein. We implement industry-standard measures to secure your data and ensure compliance with relevant privacy laws. If you have any concerns about your data or how it is handled, contact us at privacyinfo@smartlightanalytics.com.

Third-Party Links

Our Sites may include links to third-party websites for your convenience. SmartLight Analytics does not endorse or control these third-party sites and is not responsible for their content, policies, or practices. These links are provided solely for informational purposes. Your use of such sites is at your own risk, and we encourage you to review their terms and privacy policies before engaging with them.

Data Breach Notification

In the event of a data breach involving your personal information, SmartLight Analytics will notify you and any applicable regulatory authorities as required by law. We will take prompt steps to investigate the breach, mitigate its effects, and prevent future occurrences. SmartLight Analytics is committed to transparency and accountability in such events and will provide you with relevant details and recommended actions to protect your information.

Disclaimer of Warranties

The Sites and Services are provided “AS IS” and “AS AVAILABLE” without warranties of any kind, express or implied. SmartLight Analytics disclaims all warranties, including but not limited to fitness for a particular purpose, merchantability, and non-infringement. While we strive to provide reliable and high-quality Services, we cannot guarantee uninterrupted, error-free, or fully secure operations.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SMARTLIGHT ANALYTICS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SITES OR ANY SERVICES PROVIDED THROUGH THE SITES.
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITES.
- ANY CONTENT OBTAINED FROM THE SITES.
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

THIS LIMITATION OF LIABILITY APPLIES WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SMARTLIGHT ANALYTICS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL SMARTLIGHT ANALYTICS’S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE SITES EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID SMARTLIGHT ANALYTICS, IF ANY, FOR THE USE OF THE SITES

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SMARTLIGHT ANALYTICS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO:

- YOUR USE OR MISUSE OF THE SITES OR ANY SERVICES PROVIDED THROUGH THE SITE.
- YOUR VIOLATION OF THESE TERMS.
- YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY, INCLUDING INTELLECTUAL PROPERTY RIGHTS OR PRIVACY RIGHTS.

SMARTLIGHT ANALYTICS RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH CASE YOU AGREE TO COOPERATE WITH SMARTLIGHT ANALYTICS IN ASSERTING ANY AVAILABLE DEFENSES

General

a) Severability

If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. This ensures that these Terms remain functional and enforceable even if a specific clause is invalidated.

b) Entire Agreement

These Terms, along with the Privacy Policy, constitute the entire agreement between you and SmartLight Analytics regarding the use of the Sites and Services, superseding any prior agreements or communications. This ensures clarity and consistency in the governing rules for our relationship.

c) Governing Law

These Terms are governed by the laws of the State of Texas, without regard to its conflict of laws principles. Any disputes arising under these Terms shall be resolved exclusively in the courts of Texas. By agreeing to these Terms, you consent to this jurisdiction and venue.

Contact Information

For questions or concerns about these Terms, contact us at:

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