

This Agreement is between you and University Physicians Healthcare (on behalf of itself and its affiliates, referred to as "we," "us," and "our") and governs your use of this web site ("Site"). If you are a provider to the Arizona Health Care Cost Containment ("AHCCCS") population, you or the organization you belong to has an existing AHCCCS agreement ("Provider Agreement"), the services you use through this Site are also subject to the terms and conditions of that Provider Agreement, all terms of which are incorporated herein, which, together with this Agreement shall constitute the entire agreement ("Agreement") between you and us pertaining to your use of our Site. If you are a provider to the Healthcare Group ("HCG") population, you or the organization you belong to has an existing HCG agreement ("Provider Agreement"), the services you use through this Site are also subject to the terms and conditions of that Provider Agreement, all terms of which are incorporated herein, which together with this Agreement shall constitute the entire agreement ("Agreement") between you and us pertaining to your use of our Site.

HOW YOU ACCEPT THIS AGREEMENT

You agree to the terms of this Agreement by using our Site. If you do not agree to these terms, you may not use this Site. We may modify this Agreement at any time with or without notice, by posting it on our Site, and such modification will become effective immediately. You agree to review this Agreement from time to time. Your continued use or access of this Site constitutes your acceptance of such changes.

WHAT YOU REPRESENT AND WARRANT TO US

You represent and warrant to us that: (a) you are who you portray yourself to be when you use the Site; (b) your use of the Site will be authorized; (c) you will use the Site solely in the course and scope of your provision of health care services to University Physicians Healthcare members, AHCCCS Health Plans or Healthcare Group, and only in connection with doing business with us, and in a way that does not disrupt or interfere with the network or equipment connected to the Site; and (d) you have obtained the necessary and proper consents required for you to view, send and/or receive the Medical Information (defined below) through our Site.

YOUR OBLIGATION REGARDING USER IDs AND PASSWORDS

You agree to protect, secure and treat your password and User ID as confidential, and to share them only with your personnel who have a legitimate need to use them for your legitimate business ("Authorized Personnel") purposes with us. You agree that you are solely liable for all actions taken using your password and User ID. You shall require your Authorized Personnel to comply with the terms of this Agreement. If you believe your password or User ID has been accessed or used by a non-authorized person, contact us immediately so we may deactivate them. You will be responsible to mitigate damages if your password or User ID are accessed or used by a non-authorized person. You shall not attempt to log in with a User ID and password other than your own, and you may only access portions of the Site for which you are authorized to access. In the event your organization only uses one password and User ID, you agree to keep current written records of who has been provided the password and User ID.

DATA and HARDWARE

You agree to regularly back up your own data, and maintain adequate records to be able to replicate any data transmitted through our Site. We are not liable for the content of or any errors in the data transmitted through our Site, or any lost data. You are responsible for obtaining and paying for any hardware, software, equipment and service necessary to use our Site.

MEDICAL CONTENT; PRODUCTS MENTIONED; LINKS TO OTHER SITES

Any medical content (i.e. articles) made available through our site is for educational and informational purposes only. Our mention of specific products or services at this site or inclusion of links to other sites ("Third Party Sites") does not constitute or imply a recommendation or endorsement by us, unless we explicitly state it. Third Party Sites are owned and operated by third parties and the materials and information in this Site and Third Party Sites is provided "as is" and without express or implied warranties of any kind. University Physicians Healthcare, AHCCCS Health Plans and Healthcare Group, does not warrant or make any representations regarding the accuracy, reliability, correctness or timeliness of any information contained in Third Party Sites.

CONFIDENTIALITY

You acknowledge that through our Site you may be able to view, send and/or receive confidential medical information, including without limitation protected health information and claims information ("Medical Information") for your patients. In addition to your obligations in the Provider Agreement regarding such information, you agree to maintain the security and privacy of patient-related information, and agree that all Medical Information shall be held in strictest confidence; any use shall be in full compliance with HIPAA and other Federal and Arizona privacy regulations. You shall limit access to Medical Information to your employees with a "need to know, and such information will be used solely for purposes relating to medical treatment, communications with us, and other healthcare operations. You shall provide us with prompt notification if you become aware of any violations of this Agreement.

You agree not to use or disclose any of our business information or information regarding our Site (including without limitation information regarding its functionality, options, "look and feel") ("Site Confidential Information") without our prior written permission.

OWNERSHIP, LICENSE AND RESTRICTIONS ON USE OF MATERIALS

All rights, title and interests (including without limitation, all intellectual property rights) of the information contained in this Site belongs to University Physicians Healthcare. You agree that you shall not remove or obscure any copyright notice or other notices that may appear on materials contained in this Site. Except as expressly provided herein, you shall not, in any form, distribute, sell decompile, copy, reproduce, republish, transmit, or modify information retrieved from this Site. University Physicians Healthcare grants you a nonexclusive, nontransferable, limited and revocable right to use the Site.

WHAT WE DISCLAIM

The claims status, eligibility and coverage information accessible through the Site is for your convenience only, and is subject to change. Eligibility and coverage information for individuals you provide health or medical services for are governed by the terms of the Provider Agreement between you and

AHCCCS and/or the Provider Agreement between you and Healthcare Group. Payment of claims is not guaranteed through use of this Site, and is governed by the Provider Agreement between you and AHCCCS and/or by the Provider Agreement between you and Healthcare Group, where applicable.

We use reasonable methods to include accurate and up-to-date information on the Site. Because of the possibility of human and mechanical error as well as other factors, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, REPRESENTATION ABOUT ITS ACCURACY, COMPLETENESS, OR APPROPRIATENESS OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

RESTRICTIONS AND TERMINATION

In our sole discretion, we may terminate, suspend and limit your access to the Site at any time with or without notice. Upon termination of this Agreement, you shall destroy all materials obtained and derived from the use of this Site.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY, INCOMPLETENESS OR UNTIMELINESS OF INFORMATION, UNAUTHORIZED ACCESS, COMPUTER VIRUSES, HARMFUL OR MALICIOUS CODE, LOSS OF DATA, COMPATIBILITY ISSUES, OR OTHERWISE. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST DATA, COMPUTE FAILURE OR MALFUNCTION, COST TO REPLACEMENT SERVICES OR GOODS, OR BUSINESS OPPORTUNITIES), HOWEVER CAUSED, AND REGARDLESS OF THE CHARACTER, ARISING OUT OF YOUR ACCESS TO OR USE OF OUR SITE, OR ANY OTHER LINK WE PROVIDE TO ANOTHER SITE, OR ANY ACTS, OMISSIONS, DEFECTS, SECURITY BREACHES, OR DELAYS, REGARDLESS OF THE BASIS OF THE CLAIM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WE DO NOT WARRANT THAT THE SITE WILL OPERATE IN AN UNINTERRUPTED MANNER, OR BE FREE OF ERRORS, OR THAT THE SITE OR HOST SERVER WILL BE MAINTAINED FREE OF VIRUS OR OTHER HARMFUL CODES. WE DO NOT REPRESENT THAT THE INFORMATION ON THIS SITE IS CURRENT OR ACCURATE. YOU ASSUME FULL RESPONSIBILITY FOR USE OF THIS SITE AND AGREE TO USE THE SITE ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. YOU USE THE SITE AT YOUR OWN RISK.

INDEMNIFICATION

In addition to your obligations, if any, to indemnify us and the officers, directors, employees and agents of ours under the Provider Agreement, you agree to defend, indemnify and hold us and our affiliates, and the officers, directors, employees, and agents of ours, harmless against any claims, demands, losses, damages, expenses, liabilities and costs (including without limitation reasonable costs of litigation such as attorneys' fees and expert fees) arising from, incurred as a result of, or related to your breach of this Agreement, your use of the Site or the information contained within or transmitted through it, whether you or any other person using your password or User ID.

GOVERNING LAW

Arizona law shall govern this Agreement. You consent to the exclusive jurisdiction of the courts of Pima County, Arizona for the determination of any claim arising out of this Agreement. You waive any objections of personal jurisdiction or venue in such courts due to inconvenient forum or any other basis.

SOLE REMEDY

If you disagree with any term contained in this Agreement, your sole and exclusive remedy is to discontinue your use of this Site.

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