

Terms of Use

THIS DOCUMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. YOU SHOULD REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING OR USING THE ONLINE SERVICES.

Agreement and Terms

These Terms of Use (“Terms”) describe the rules for using UnitedHealthcare Services, Inc. (also “we,” “us,” “our,” and “Company”) and Affiliates’ (an entity controlling, controlled by, or under common control with a named party) online and mobile websites, platforms, services and applications (“Online Services”).

Our Online Services are intended for a United States audience. If you live outside the U.S., you may see Content on the Online Services about products or therapies that are not available or authorized in your country.

By using our Online Services, you agree to these Terms and our [Privacy Policies](#). We may change these Terms at any time, and such changes will be posted on the Online Services, with the date of the last revision listed as the “Effective Date” at the bottom of these Terms. Any modifications will be effective immediately upon such posting. By continuing to use the Online Services, you consent to any changes to our Terms.

If you, or the organization you belong to, has an existing agreement (“Business Agreement”) with us, the Online Services you use through this site are also subject to the terms and conditions of that Business Agreement, incorporated herein, which, together with these Terms shall constitute the entire agreement between you and us pertaining to your use of our Online Services.

Your affirmative act of using the Online Services, or registering for membership, constitutes your electronic signature to these Terms and your consent to enter into this agreement electronically. You may print and retain a copy of these Terms. To print, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

If you are a Provider and will use our Application Program Interface (“API”) services to access information as part of the Online Services, you are also subject to the “Provider API Terms of Use Agreement” set forth in Exhibit A.

If you are a Vendor or a Billing Entity and will use our API services to access information as part of Online Services, you are also subject to the “Vendor and Billing Entity API Terms of Use Agreement” set forth in Exhibit B.

User IDs and Passwords

You agree to treat your password and User ID as confidential, and to share them only with your personnel who have a need to use them for your legitimate business purposes with us. You agree that you are solely liable for all actions taken using your password and User ID. If you

believe your password or User ID has been accessed by an unauthorized person, contact us immediately so we may deactivate them. You may not attempt to log in with a User ID and password other than your own, and you may only access portions of the Online Services 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 Online Services. We are not liable for the content of or any errors in the data transmitted through our Online Services, or any lost data. You are responsible for obtaining and paying for any hardware, software and/or service necessary to use our Online Services.

Medical Content, Products Mentioned and Links to Other Sites

Any medical content (i.e., articles) made available through our Online Services is for educational and informational purposes only. Our mention of specific products or services at this site or inclusion of links to other sites does not constitute or imply a recommendation or endorsement by us, unless we explicitly state it.

Confidentiality

You acknowledge that through our Online Services you may be able to view, send and/or receive confidential medical information, including without limitation patient-related and claims information ("Medical Information") for your patients. In addition to your obligations in the Business 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. You shall ensure that access to Medical Information shall be limited to your employees on a "need to know" basis and that such information will be used solely for purposes relating to medical treatment, communications with us, and other healthcare operations. You also agree to promptly notify us in the event you become aware of any violations of this provision.

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

If you are a provider accessing an Individual Health Record (IHR) through this website, we will expose you to a broad view of your patient's medical encounters and claims history. This view is only appropriate for you as a treating provider of health care. In doing so, we may be required to shield evidence of certain sensitive health conditions, either under state or federal law. At times, the IHR detail may display to suggest that your patient has one or more sensitive conditions for which we have records. In order to unmask that detail, you will be required to attest that you obtained all proper and necessary written authorizations from your patient. You agree that any information accessed through the IHR will only be used for treatment purposes.

Important Note Regarding Content of Digital Property

The information and content (collectively, “Content”) on the Online Services is for general educational information only. We are not a health care provider. We do not recommend any health care service, supply, or treatment for you. You should call your health care provider if you have questions, at any time, about your health.

The Content may include information regarding therapeutic and generic alternatives for certain prescription drugs and may describe uses for products or therapies that have not been approved by the Food and Drug Administration.

The Content should not be considered financial advice, legal advice or tax advice.

You are responsible for protecting your username (e.g., the email address and password that you provide when registering for Online Services) or other activation codes, and if they are compromised, you agree to change your username and password and immediately [Contact Us](#).

Restrictions on Use of Online Services

You Will Not:

- Use our Online Services or Content in any way not expressly permitted by these Terms or the Business Agreement;
- Copy, modify or harvest data, Content, or materials from the Online Services; except you may print a reasonable number of copies for your professional use, provided that you reproduce all proprietary copyright and trademark notices;
- Remove or alter, any copyright or other proprietary rights or notices on the Online Services;
- Misrepresent your identity or provide any false information;
- Interfere with the operation of our Online Services;
- Access or attempt to access any portion of our Online Services to which you have not been explicitly granted access;
- Share any password with any third parties or use any third-party's password;
- Engage in commercial, competitive, or viral messaging, spamming, spimming or sending of unsolicited advertisements, or similar communications, including harmful computer code, viruses, or malware;
- Use the Online Services in any way that could, in our sole judgment, interfere with any other party's use or enjoyment of the Online Services, impair our networks or servers, or expose us or any third party to any claims or liability whatsoever, or use software or other means to access, "scrape," "crawl," or "spider," any web pages or other services from the Online Services. If you are blocked from the Online Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking;
- Directly or indirectly authorize anyone else to take actions prohibited in this section; or
- Introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Online Services.

You Agree That:

- You will comply with all applicable laws and regulations;
- You represent and warrant that you are at least 13 years of age, and that, if you are between 13 and the age of majority in your state and otherwise not emancipated, a parent and/or guardian agrees to these Terms on your behalf; and You agree that we may take any measures we deem appropriate, in our sole discretion, to prevent the violation of, and to enforce, these Terms. You agree that we may take any actions permitted or required by law (including the suspension or termination of your account or your access to the Online Services) if we believe, in our sole discretion, that you are engaging in activities that (i) violate these provisions (or other terms in these Terms), (ii) could expose us or our vendors or business partners to liability, or (iii) could harm our business reputation.

Posting Messages, Comments or Content

You Will Not:

- Post any improper or inappropriate content, including that which is obscene, libelous, harassing, threatening, harmful, inflammatory, invasive of privacy, or otherwise objectionable, constitutes advertising or solicitation, or violates applicable law.

You Agree That:

- Any content posted to the Online Services by third parties is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose;
- You are solely responsible for the content of any postings that you submit. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy regarding that content. Never assume that you are anonymous and cannot be identified by your posts;
- If you do post content or submit material to the Online Services, and unless we indicate otherwise, you grant the Company a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media;
- You grant the Company and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose; and
- You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify the Company or its affiliates for all claims resulting from any content that you supply.

License to Use Online Services and Content Ownership

Subject to these Terms, the Company grants you a personal, non-commercial, non-transferable, non-exclusive, revocable, limited license to view the Content on our Online Services for the sole purpose of obtaining information regarding our plans or products and related services. All rights,

title, and interest in and to the Online Services, including the Content, and all intellectual property rights, including all copyright, trademark, patent, and trade secret rights will remain with the Company and our licensors and vendors. No ownership interest is transferred to you or any other entity by virtue of making the Content available on the Online Services, granting you a license to use Online Service, or your entering into this Agreement.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Online Services and its Content terminates immediately. Upon the termination of this license, you must stop using the Online Services, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe, in good faith, that content or material on our Online Services infringes a copyright owned by you, you (or your agent) may send the Company a notice requesting that the material be removed or access to it blocked. Notices and counter-notices with respect to the Online Services should be sent to the applicable address below:

Company	Contact Information
UnitedHealthcare	Attn: DMCA Registered Agent 9900 Bren Road East Minnetonka, MN 55343 DMCARRegisteredAgent@uhc.com

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA.

Unsolicited Idea Submission Policy

It is our policy not to accept or consider unsolicited ideas or offers to sell intellectual property. We ask that you please do not submit any such ideas or offers to us or our employees or contractors.

This policy is intended to avoid potential misunderstandings if our technology, products, or services may seem similar to a submission made to the company. If you still choose to make

any submission to us, you agree as follows, regardless of any statements made in your submission that:

- We owe you no compensation;
- There is no duty of confidentiality between us and you;
- Your submission automatically becomes our property, and we may use or redistribute the contents of that submission in any way for any purpose;
- We are free to acquire, develop, and sell services and products that may be competitive to those you offer or suggest; and
- It is your responsibility to protect your own intellectual property; you should not make a submission to us if you have concerns about intellectual property.

If you are uncertain about the meaning of this policy or the legal ramifications of submitting materials to us, you should consult with your attorney before making a submission.

Links

While visiting our Online Services, you may go to a link to other online websites, mobile websites, platforms, services, and applications (“Weblinks”) and leave our Online Services. For your convenience, we provide Weblinks to other online content or sites that may contain information that may be useful or interesting to you. We do not endorse, nor are responsible for, the content, accuracy or accessibility of the content of Weblinks operated by third parties. You are solely responsible for your dealings with such third parties and should review the Terms and privacy policies of such third parties.

No Warranty

The claims status, eligibility, and coverage information accessible through the Online Services is for your convenience only and is subject to change. Eligibility and coverage terms for individuals you provide health or medical services for are governed by the terms of the Business Agreement, if applicable, between you and us or our affiliate. Payment of claims is not guaranteed by your use of our Online Services, and is governed by the Business Agreement, if applicable, between you and us or our affiliate.

Nothing within these Terms should be meant or implied to be a warranty. You use the Online Services at your own risk. We do not guarantee the accuracy, completeness, timeliness, correctness or reliability of any content available through the Online Services. Online Services are provided to you when available and are provided on an “as is” basis. We make no representation that use of our Online Services will be uninterrupted or error-free, or free of viruses or other harmful components.

Some states do not allow a Terms of Use to have a “no-warranties” provision, and even though these Terms make no warranty, if your state does not allow this type of limitation, this paragraph will not apply to you.

Limitation of Liability

You agree that we have no liability for any loss arising out of or relating to: these Online Services; any third-party site or program accessed through the Online Services; Any acts

or omissions by us or any third party; and/or your access or use of the Online Services. This limitation of liability includes any claim based on warranty, contract, tort, strict liability, or any other legal theory.

This limitation of liability does not apply if you are a New Jersey resident. With respect to residents of New Jersey, any released parties are not liable for any damages unless such damages are the result of our negligent or reckless acts or omissions; and any released parties are not, in any case, liable for indirect, incidental, special, consequential or punitive damages.

Other states may also limit liability. If your state does not allow this type of limitation, one or more of the limitations above may not apply to you.

Indemnification

In addition to your obligations, if any, to indemnify us under the Business Agreement, you agree to defend, indemnify and hold us and our affiliates harmless against any claims, losses, damages, expenses or 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 unauthorized or illegal use of the Online Services or the information contained within or transmitted through them, whether you or any other person using your password or User ID.

Export Controls

You may not use, export, re-export, import, sell, transfer, or proxy our Online Services or Content unless such activity is permitted by these Terms and such activity is not prohibited by United States law, the laws of the jurisdiction in which you receive our Online Services, or any other applicable laws and regulations. In particular, but without limitation, the Online Services and/or Content may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using our Online Services, you represent and warrant that you and any ultimate beneficiary of our Online Services are not located in any such country or on any such list. You also agree that you will not use our Online Service for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

Resolving Disputes

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

- **Informal Resolution.** Before filing a claim in connection with these Terms or the Online Services, you agree to try to resolve the dispute informally. Contact legalmail@uhg.com if the dispute is with UnitedHealth Group, UnitedHealthcare, Optum, or Rally Health. If the dispute is not resolved within 30 days of contact, you or we may bring a formal arbitration proceeding as described below.

- **Agreement to Arbitrate.** You and we agree to resolve any claims relating to these Terms, or the Online Services, through final and binding arbitration, except as indicated below under “Exceptions to Agreement to Arbitrate” or where prohibited by law. The arbitration will be held in the state where you live. For residents outside the United States, arbitration will be initiated in Hennepin County, Minnesota, or a location agreed to by the parties. You and we agree to submit to the personal jurisdiction of any state or federal court in the state of Minnesota to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- **How to Opt Out of Agreement to Arbitrate.** If you don’t agree to arbitrate, you may opt out within 30 days of first agreeing to these terms by sending a letter to us. The letter must specify your first and last name, username, mailing address, and state that you are opting out of this arbitration provision. Send the letter to UnitedHealth Group, Attention: Legal Intake (MN-008-T502), 9900 Bren Road East, Minnetonka, MN 55343.
- **Exceptions to Agreement to Arbitrate.** Either you (or we) may assert claims in the small claims court in Hennepin County, Minnesota or any other U.S. county in which we have a principal business address, provided that the informal dispute resolution described above was unsuccessful and the claim is eligible to be filed. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Online Services or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal-resolution process described above. The agreement to arbitrate does not apply to (a) disputes about the existence or extent of your health benefits or coverage or (b) claims that may not be arbitrated as a matter of law.

Arbitration does apply to all other claims relating to these Terms or the Online Services including (1) the interpretation, formation, performance, or breach of the Terms, (2) whether any part of the Terms is void or voidable, (3) whether a claim is subject to arbitration, and/or (4) whether arbitration has been waived due to litigation conduct.

- **Arbitration Procedures.** The arbitration will be conducted by a single arbitrator, governed by the Consumer Arbitration Rules of the American Arbitration Association (“AAA”), (www.adr.org/Rules), unless otherwise agreed to by the parties. You may also obtain the Consumer Arbitration Rules by calling AAA at 1-800-778-7879, TTY 711.
- **Arbitration and Attorney's Fees.** Payment of all filing, administration, and arbitrator costs and expenses imposed by AAA will be governed by the Consumer Arbitration Rules, provided that if you are initiating an arbitration against us and the value of the relief sought is \$10,000 or less, then we will advance all filing, administrative and arbitration costs and expenses imposed by AAA (subject to reimbursement if the arbitrator finds the arbitration to be frivolous or asserted for an improper purpose). You are responsible for all other additional costs that you may incur in the arbitration, including attorney's fees and expert witness costs, unless we are otherwise specifically required to pay such fees under applicable law. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these rules and can award the same damages and relief as a court, including injunctive or other

equitable relief and attorneys' fees. You and we agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. Applicable law may allow the arbitrator to award attorneys' fees and costs to the prevailing party.

- Except as explicitly provided in these Terms, if any clause within these arbitration provisions is found to be illegal or unenforceable, that clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of ours arising out of your use of the Online Services.

No Class Actions. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS

- BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST US AND OUR RELATED PARTIES IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO ARBITRATION, YOU SHOULD OPT OUT OF THIS ARBITRATION PROVISION PER THE TERMS. OTHERWISE, YOU ARE NOT AUTHORIZED TO USE THE ONLINE SERVICES IN ANY WAY.
- If any court or arbitrator determines that this “No Class Actions” section is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be deemed null and void in their entirety, and the parties will be deemed to have not agreed to arbitrate disputes.

Changes to this Section

We will provide 30 days' notice of any changes to this section. Amendments will become effective thirty days after we provide such notice. If a court or arbitrator decides that this subsection on “Changes to this Section” is not enforceable or valid, then this subsection will be severed from the section entitled “and the court or arbitrator will apply the first “Resolving Disputes” section in existence after you began using the Online Services.

Survival

This “Resolving Disputes” section will survive any termination of your account, enrollment in any program, eligibility for coverage, or the Online Services.

Governing Law and Statute of Limitations

You agree that Minnesota law governs these Terms and any claim or dispute that you may have against us, and you agree to the jurisdiction and venue of the state and federal courts in Minnesota for any dispute involving the Company or its employees, officers, directors, agents and providers.

Unless you are a resident of New Jersey, you must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action. The United Nations Convention on Contracts for the International Sale of Goods do not apply to these Terms.

Termination

We may cancel, suspend or block your use of the Online Services and/or registration at any time, without cause and/or without notice. **You agree that we will not be liable to you or any other party for any termination of your access to the Online Services in accordance with these Terms.**

Severability

If any provision of these Terms is held to be unenforceable or invalid by an arbitrator or court of competent jurisdiction, the remaining portions of the Terms will be determined without the unenforceable or invalid provision. All other Terms will remain in full force and effect.

Miscellaneous

These Terms, and any supplemental terms, policies, rules and guidelines posted on the Online Services, constitute the entire agreement between you and us in connection with the Online Services and supersede all previous written or oral agreements. You acknowledge that we have the right to seek, at your expense, an injunction to stop or prevent a breach of your obligations. No waiver by us will have effect unless such waiver is set forth in writing and signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

Mobile Devices and Applications

The following additional terms apply to your access to or use of any mobile application in connection with the Online Services (together with all information and software associated therewith, the "Application" or "Applications") through any mobile device (such as tablets, mobile phones, etc.), and are "Additional Terms" as defined above.

Rights Granted to You. We grant you a limited, non-exclusive, revocable, non-transferrable license to download, install and use the Applications solely for your personal, non-commercial use on a mobile or tablet device owned or controlled by you and only in accordance with the Terms. Other than the limited rights granted in the immediately preceding sentence, no other rights are granted to you. This is only a license, and not a sale of, the Applications to you.

Additional Restrictions and Notices. You agree that you will not remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Applications. You acknowledge that we may issue an upgraded version of the Applications and may automatically upgrade the Application that you are using. You consent to such automatic upgrading and agree that these Terms shall govern all such upgrades. Our Applications or the Online Services may include third-party code and other software, which is governed by the applicable open source or third-party end user license agreement, if any, that authorizes the use of such code.

Third-Party Terms. You agree to comply with all applicable terms, conditions and agreements between you and any third party that provides products or services that facilitate or enable your use of any Application, and you acknowledge and agree that your use of any Application may result in charges to you by those third parties in connection with the products and services they provide to you (such as data plan charges), and you will be solely responsible for any such charges.

Termination of Your Rights. Upon any termination of your rights hereunder, for any reason, you will immediately uninstall or delete the Applications and cease any further use of such Applications.

Special Notice for International Use/Export Controls. Any technology or software underlying the Applications or Online Services that is available in connection with the provision of the Online Services and the transmission of applicable data (collectively, the "Software"), if any, is subject to United States export controls. No Software may be downloaded from the Applications or Online Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Applications and/or Online Services, including as it concerns online conduct and acceptable content.

Survival and Assignment

Your obligations under the following sections survive termination of this Agreement: Agreement and Terms; User IDs and Passwords; Data and Hardware; Medical Content, Products Mentioned and Links to Other Sites; Confidentiality; Important Note Regarding Content of Digital Property; License to Use the Online Services and Content Ownership; Restrictions on Use of Online Services; Posting Messages, Comments or Content; Copyright Infringement – DMCA Notice; Unsolicited Idea Submission Policy; No Warranty; Limitation of Liability; Indemnification; Export Controls; Resolving Disputes; Governing Law and Statute of Limitations; Termination; Severability; Miscellaneous; Mobile Devices and Applications; Exhibit A: Provider API Terms of Use Agreement; and Exhibit B: Vendor and Billing Entity API Terms of Use Agreement. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.

Contact Us

If you have questions regarding these Terms, contact us at

UnitedHealthcare
Customer Service - Privacy Unit
PO Box 740815
Atlanta, GA 30374-0815

EXHIBIT A

PROVIDER API TERMS OF USE AGREEMENT

These Terms of Use (these “TOUs”) constitute a legally binding agreement between (a) you, the person using the Application Program Interface (“API”), and (b) us. “We”, “our”, “us”, “United”, and related terms refer to United HealthCare Services, Inc. and its affiliated entities. “You” or “your” refer to the person using the API Services and the organization or entity on whose behalf you are using the API Services.

1. Purpose; Restrictions on Use. You desire to use the API services (the “API Services”) to access certain Confidential Information (as defined below) to efficiently perform eligibility checks, facilitate electronic transmission of claims, check on reconsiderations, and verify appeals status related to any one or more of the following: (a) your provision of covered services to patients whom we insure; (b) related communications with us; and (c) other permissible payment or health care operational functions under the Health Insurance Portability Act of 1996 (HIPAA) (collectively, the “Purpose”). You agree that we may take any measures we deem appropriate, in our sole discretion, to prevent the violation of, and to enforce, these TOUs.

2. General Agreement. You agree to these TOUs by using the API Services. It is your responsibility to review these TOUs each time you use our API Services. You agree to any changes to the TOUs by your continued use of the API Services.

3. Provider Agreement. If you have an existing agreement (the “Provider Agreement”) with us, the API Services you use and the Confidential Information (defined below) you access are subject to the terms and conditions of that Provider Agreement and these TOUs. If there is a conflict between these TOUs and the Provider Agreement, the terms most protective to us shall control.

4. License. The access to and use of Confidential Information is licensed to you and not sold. We grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited license to access and use the Confidential Information solely for the Purpose.

5. Representation and Warranties. You represent and warrant to us that: (a) you are a Covered Entity as defined under HIPAA, and have or had a treatment relationship with the individual whose medical information you will access (each, a “Patient”); (b) you are whom you portray yourself to be when you use the API Services; (c) we have authorized your use of the API Services; (d) you will use the API Services and Confidential Information only for the Purpose; (e) you have obtained the necessary and proper consents required from your Patients to view, send and/or receive medical information, as applicable, through our API Services; and (f) if you have a business associate agreement with a vendor to perform certain services for you which require your vendor to access the Confidential Information via the API Services on your behalf, you will require vendor to (A) enter into its own agreement accepting these TOUs; and (B) immediately notify us if the service agreement with the vendor terminates or expires so we can prohibit vendor’s further access and use of the API Services.

6. Confidentiality. In using our API Services, you may be able to view, send and/or receive confidential health information, including, but not limited to: (a) patient health plan, medical and claims information that contains Protected Health Information as defined under HIPAA; and (b) other confidential and proprietary information (collectively, the “Confidential Information”). In

addition to your confidentiality obligations under the Provider Agreement, you agree to maintain the security and privacy of all Confidential Information as required under law and under this Agreement. You shall restrict access to Confidential Information for the Purpose only. You will promptly notify us in the event you become aware of any violations of this provision, including, but not limited to, any violations of any vendor with whom you have a service agreement to access or use the API Services on your behalf.

7. Restrictions on Use of API Services and Confidential Information. You shall not: (a) use our API Services in any way not explicitly permitted by these TOUs; (b) use the Confidential Information for any other reason except for the Purpose; (c) copy, modify or create derivative works, or harvest data or materials from the Confidential Information; (d) use the API Services or Confidential Information for commercial purposes or in any manner that would compete with any of our products or services; (e) directly or indirectly authorize anyone else to take actions prohibited in this section; and (h) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the API Services.

8. No Warranties. The claims status, eligibility, coverage, and any other information from the API Services is provided to you for your convenience only on an “as is” and “as available” basis and is subject to change. Eligibility, coverage and payment terms for Patients to whom you provide health or medical services are governed by your applicable Provider Agreement. We disclaim all warranties of any kind, either express or implied, statutory or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement as it relates to our provision of the API Services.

9. Limitation of Liability. You release us from and waive all liability against us arising from or attributable to, any and all claims, demands, causes of action, whether direct or indirect, or any other loss or liability arising from or related in any way to: (a) our provision and your access or use of the API Services; and (b) our release and/or your use of Confidential Information.

10. Indemnification. In addition to any obligations to indemnify us under an applicable Provider Agreement, you agree to indemnify and hold harmless, and defend, us, our directors, officers, employees, independent contractors, agents and suppliers (each, an “United Indemnified Party”) from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys’ fees and court costs (collectively, “Losses”), incurred by a United Indemnified Party arising from or related to any of the following: (a) your use of API Service; (b) your use of any Confidential Information, (c) your breach of these TOUs or an applicable law; or (d) any claims your use of the API Services violated or infringed any third party intellectual property or proprietary rights.

11. Termination; Governing Law; Survival. We may terminate this Agreement and your right to access or use our API Services, at any time, with or without cause. The laws of the State of Minnesota govern this TOU. The obligations under this TOU shall survive termination of this TOU.

12. This TOU Controls. If there is any conflict between this TOU and the Terms, as it regards to the use of the API Services, the terms and conditions in the TOU shall control.

EXHIBIT B

VENDOR AND BILLING ENTITY API TERMS OF USE AGREEMENT

This Terms of Use Agreement (this "TOUs") constitute a legally binding agreement between (a) you, the person using the Application Program Interface ("API"), and (b) us. "We", "our", "us", "United", and related terms refer to United HealthCare Services, Inc. and its affiliated entities. "You" or "your" refer to the person using the API Services and the organization or entity on whose behalf you are using the API Services.

- 1. Purpose; Restrictions on Use.** You desire to use the API services (the "API Services") to access certain Confidential Information (as defined below) to efficiently perform eligibility checks, facilitate electronic transmission of claims, check on reconsiderations, and verify appeals status, or performing other permissible payment and/or health care operational purposes as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf of a Covered Entity (as defined below) with whom you have a business associate agreement (the "Purpose"). You agree that we may take any measures we deem appropriate, in our sole discretion, to prevent the violation of, and to enforce, these TOUs.
- 2. General Agreement.** You agree to these TOUs by using the API Services. It is your responsibility to review these TOUs each time you use our API Services. You agree to any changes to the TOUs by your continued use of the API Services.
- 3. Confidentiality.** You acknowledge that through our API Services you may be able to view, send and/or receive confidential health information, including without limitation health plan, medical and claims information ("Health Information") on United Members. You also acknowledge that this Health Information contains protected health information (PHI) as defined under HIPAA, as well as our confidential and proprietary information (collectively, the "Confidential Information"). You agree to maintain the security and privacy of all Confidential Information, and Confidential Information shall be held in strictest confidence. You shall ensure that access to Confidential Information shall be limited to your employees on a "need to know" basis and that such Confidential Information will be used solely for the Purpose. You agree to comply with all applicable laws and regulations while using our API Services or the Confidential Information. You also agree to promptly notify us in the event you become aware of any violations of this provision.
- 4. License.** The access to and use of Confidential Information is licensed to you and not sold. We grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited license to access and use the Confidential Information solely for the Purpose.
- 5. Representation and Warranties.** You represent and warrant to us that: (a) you have a service agreement that meets the requirements of a business associate agreement under HIPAA under which you are obligated to perform certain services on behalf of a covered entity (the "Covered Entity") which requires you to access the Confidential information (the "Service Agreement"); (b) under this Service Agreement, you have express authorization to access the Confidential Information on behalf of the Covered Entity; (c) the Service Agreement includes a business associate agreement and confidential information provisions that prohibit you from using the Confidential Information in a way that conflicts in any way with the confidentiality obligations under these TOUs; (d) you are who you portray yourself to be when you use the API Services; (e) you will use the API Services and the Confidential Information only for the

Purpose; (f) you, or the Covered Entity on whose behalf you are accessing the API Services, have obtained the necessary and proper consents required for you to view, send and/or receive the medical information, as applicable, through our API Services; and (g) you will immediately notify us if the Service Agreement terminates or expires, and you will immediately cease accessing and using the API Services.

6. **Business Associate Agreement with Covered Entity.** In addition to these TOUs, you are bound by the terms and conditions of the business associate agreement included in your Service Agreement.
7. **Restrictions on Use of API Services and Confidential Information.** You shall not: (a) use our API Services in any way not explicitly permitted by these TOUs; (b) use Confidential Information for any other reason except for the Purpose; (c) copy, modify or create derivative works, or harvest data or materials from the Confidential Information; (d) use the API Services or Confidential Information for commercial purposes or in any manner that would compete with any of our products or services; (e) directly or indirectly authorize anyone else to take actions prohibited in this section; and (f) attempt to decipher, decompile, disassemble or reverse engineer any of the software used in the API Services.
8. **No Warranties.** The claims status, eligibility and coverage information from the API Services is provided to you for your convenience only on an “as is” and “as available” basis and is subject to change. We disclaim all warranties of any kind, either express or implied, statutory or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement as it relates to our provision of the API Services.
9. **Limitation of Liability.** You release us from and waive all liability against us arising from or attributable to, any and all claims, demands, causes of action, whether direct or indirect, or any other loss or liability arising from or related in any way to: (a) our provision and your access or use of the API Services; and (b) our release and/or your use of Confidential Information.
10. **Indemnification.** You agree to indemnify and hold harmless, and defend, us, our directors, officers, employees, independent contractors, agents and suppliers (each, an “United Indemnified Party”) from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys’ fees and court costs (collectively, “Losses”), incurred by a United Indemnified Party arising from or related to any of the following: (a) your use of the API Services; (b) your use of any Confidential Information; (c) your breach of these TOUs or applicable laws; or (d) any claims your use of the API Services violated or infringed any third party intellectual property or proprietary rights.
11. **Termination; Governing Law; Survival.** We may terminate this Agreement and your right to access or use our API Services, at any time, with or without cause. The laws of the State of Minnesota govern this TOU. The obligations under this TOU shall survive termination of this TOU.
12. **This TOU Controls.** If there is any conflict between this TOU and the Terms, as it regards to the use of the API Services, the terms and conditions in the TOU shall control.

Effective Date: October 18, 2022