

ProviderConnect Use Agreement

Welcome to www.valueoptions.com, the website for ValueOptions, Inc.

Please carefully read the terms of this Agreement before you click the "I Agree" button. If, after reading the terms you agree on behalf of yourself and your company or organization or facility to be bound by this Agreement, you must click the "I Agree" button at the end of this screen in order to proceed.

By clicking the "I Agree" button and accessing or using the ProviderConnect site or any of the online services available, you, on behalf of yourself and your company or organization or facility: (1) represent and warrant that you have the capacity and authority to enter into this Agreement; (2) agree to be bound by the terms and conditions of this Agreement; and (3) acknowledge and agree all transactions and services conducted through ProviderConnect are and carry full legal authority as if same were transacted or conducted on paper. You will need to request a user name and password for access to certain online services available on ProviderConnect.

If you do not wish to be bound by the terms and conditions of this Agreement, or do not have the legal authority to enter into this Agreement, you may not proceed or use any of the transactions or services available on ProviderConnect.

This ProviderConnect Use Agreement (the "Agreement") is between you and ValueOptions, Inc. on behalf of itself and its affiliates and subsidiaries ("ValueOptions[®]") and governs your use of ProviderConnect. By accessing the ProviderConnect site or using any of the online services available, you agree to the following terms:

Provider Agreement. If you or your company, organization or facility have a participation or facility agreement in effect with ValueOptions, your use of ProviderConnect and any online transactions or services accessed thereunder is also subject to the terms and conditions of that provider agreement. If you or your company, organization or facility do not have a participation or facility agreement in effect with ValueOptions, your use of ProviderConnect and any online transactions or services accessed there under are subject to the terms of this Agreement.

Access to ProviderConnect. ValueOptions may deny access to ProviderConnect and/or its systems or online services to anyone at any time, with or without cause.

User IDs and Passwords. You agree to keep your User ID and password confidential and not to share them. You are solely responsible and liable for all actions taken using your User ID and password. If you lose or forget your User ID or password, or you believe your User ID or password has been compromised, notify ValueOptions immediately so that we may deactivate them.

Use of ProviderConnect. You will not use or access ProviderConnect or any of the online transactions available or accessible on or through ProviderConnect in a manner that violates or may violate applicable laws, rules and/or regulations.

Online Transactions & Services. You agree that any and all transactions performed and/or services accessed on or through ProviderConnect are legally binding and subject to applicable state and/or federal laws, rules and/or regulations. You understand and agree that use of User IDs and passwords in performing or accessing online transactions and/or services bears the same legal authority as your written signature. Certain online transactions and/or services on ProviderConnect may be performed or conducted by ValueOptions licensors. You understand that proven misconduct could lead to termination of your or your company's, organization's or facility's provider agreement with ValueOptions, where applicable. ValueOptions, in its sole discretion and with or without notice, may modify or discontinue, temporarily or permanently, the ProviderConnect site and/or any one or more of the online transactions and/or services available thereunder.

Eligibility, Coverage and Claims Information. Eligibility or coverage information, and claims status or submission information accessible or available through ProviderConnect is for your convenience only and is subject to change. Verification of eligibility and claims submissions and/or processing requirements are governed by the terms of your provider agreement with ValueOptions (where applicable) and the provisions of the member's health benefit plan.

Data & Hardware: You are and remain responsible for regularly backing up your own data and for maintaining records of online transactions performed and/or services used on ProviderConnect. Neither ValueOptions nor any of its licensors are responsible for any lost data. ValueOptions does not guarantee or warrant that any files which may be accessible through ProviderConnect or any online transaction or service thereunder will be free from computer viruses or other codes or destructive properties or elements. You are and remain responsible for using sufficient and appropriate procedures and mechanisms, including without limitation any security software, to meet your requirements. You understand that there may be certain minimum hardware and software requirements in order to access ProviderConnect and/or to perform or conduct certain online transactions or services available on or through ProviderConnect. You are responsible for the purchase, use, maintenance and service of your hardware and software used in connecting to ProviderConnect and/or performing any online transactions or conducting online services on or through ProviderConnect.

It is recommended that you use Internet Explorer when using ProviderConnect. Other internet browsers may not be compatible and may result in formatting or other visible differences.

Authorized Designees. You may designate certain authorized persons or entities to perform certain online transactions or services for you in limited circumstances. To do so, you will need to complete and submit appropriate designation forms and the designated persons or entities will need to complete identified applications and agree to the terms of this Agreement. You remain responsible and liable for the activities, transactions and services performed or accessed on your behalf by your authorized designees.

Medical or Behavioral Health Content: Any medical or behavioral health content made available on ProviderConnect is for educational and informational purposes only. Neither ProviderConnect nor any medical or behavioral health content therein is a substitute for professional medical advice or treatment.

ProviderConnect Content. ProviderConnect and the contents of ProviderConnect are proprietary to ValueOptions, and in some instances are protected by copyright. All right, title and interest (including all copyrights, trademarks, trade secrets and other intellectual property rights) to ProviderConnect and the contents and materials therein are owned by ValueOptions, or one or more of ValueOptions' licensors. You are authorized to view and download material on ProviderConnect solely for your own use. You may not sell, modify or distribute the material on ProviderConnect or otherwise use it for any public or commercial purpose without the express written prior authorization and consent of ValueOptions.

Links to Other Websites. Links to other sites or access to non-ValueOptions sites or information may be contained on ProviderConnect. You link to and access such other sites at your discretion and risk. ValueOptions does not endorse and is not responsible for information, content, transactions or services accessed, performed or conducted on non-ValueOptions sites and/or the content or accuracy of such sites.

Disclaimer. ValueOptions disclaims any representation or warranty, express or implied, as to any transaction or service available and/or information, data and/or materials accessible on or through ProviderConnect and makes ProviderConnect and the online transactions and services and content of ProviderConnect available on an "as is" basis.

Confidentiality. You understand that through use of ProviderConnect and/or certain online transactions and/or services available, you will or may have access to or be able to view, send and/or receive confidential medical information, including without limitation 'protected health information' (as defined under the federal Health Information Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as amended) and/or 'patient identifying information' as defined under 42 C.F.R. Part and its subparts.

Privacy & Security. The ValueOptions Privacy Statement describes the type of information ValueOptions and its licensors may collect from you when you visit www.valueoptions.com and/or the ProviderConnect site. You may review

the ValueOptions Privacy Statement by clicking on 'Privacy' at the bottom of the page on www.valueoptions.com. You acknowledge and agree that access to and use of ProviderConnect and any online transactions or services thereunder are subject to compliance with all applicable state and federal laws, rules and/or regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as amended, inclusive of its privacy, security and administrative simplification provisions.

Independent Contractors. You and ValueOptions are independent contractors. Nothing in this Agreement is or should be construed to create or imply any other relationship as between you and ValueOptions.

Liability. NEITHER VALUEOPTIONS NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, CONTRACTORS OR SUPPLIERS ARE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES (WHETHER, DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE) SUFFERED AS A RESULT OF: (1) ACCESS TO, USE OR MISUSE OF OR DIFFICULTY OR INABILITY TO USE (AND/OR ANY DELAYS RELATED THERETO) PROVIDERCONNECT AND/OR ANY ONE OR MORE OF THE ONLINE TRANSACTIONS OR SERVICES AVAILABLE THEREUNDER, INCLUDING WITHOUT LIMITATION COMPUTER VIRUSES, MALICIOUS CODE OR COMPATIBILITY ISSUES; (2) ANY INACCURACY OR INCOMPLETENESS OF INFORMATION OR DATA SUBMITTED OR TRANSMITTED BY YOU; (3) ANY INAPPROPRIATE OR ILLEGAL ACCESS OR USE OF PROVIDERCONNECT AND/OR INFORMATION, DATA OR MATERIALS CONTAINED THEREIN; (4) UNAUTHORIZED ACCESS TO OR ALTERNATIVE OF YOUR TRANSMISSIONS OR DATA; (5) ANY OTHER MATTER RELATED TO OR ARISING FROM ACCESS OR USE OF PROVIDERCONNECT AND/OR ANY ONLINE TRANSACTIONS OR SERVICES THEREUNDER.

Indemnification. In addition to your obligations under this Agreement and your provider agreement with ValueOptions, you agree to indemnify, defend and hold harmless ValueOptions, its affiliates, subsidiaries, licensors, officers, directors, employees and contractors against any claims, losses, damages, fines, penalties, judgments, expenses or costs (including without limitation reasonable attorneys fees and costs) arising from and/or incurred as a result of and/or related to your breach of this Agreement and/or your use or misuse of ProviderConnect and/or any online transactions or services available thereunder and/or information contained within or transmitted through ProviderConnect by you or your authorized designee.

Updates & Modifications. ValueOptions, in its sole discretion, may update or modify this Agreement from time to time. ValueOptions will provide notice of updates or modifications to this Agreement on this website. If you continue to use or access the ProviderConnect site following such notice, you are deemed to have accepted the updated or modified Agreement and agreed to all of the terms and conditions contained therein. This Agreement is available on the ProviderConnect site. You agree to review this Agreement periodically.

Assignment & Governing Law. You may assign this Agreement only with the prior written consent of ValueOptions. This Agreement and all disputes, lawsuits and claims relating to this Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflicts of law rules.

Termination. You may terminate this Agreement by providing written notice to ValueOptions and discontinuing your use of ProviderConnect. ValueOptions may terminate this Agreement and your right to access or use ProviderConnect at any time, with or without cause.