

Terms of Use

Agreement and Terms

These Terms of Use ("Terms") describe the rules for using Universal Healthcare MSO LLC, (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").

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.

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.

User IDs and Passwords

You agree to treat your password and User ID as confidential. 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

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.

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;

You Agree That:

- You will comply with all applicable laws and regulations;
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.

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. Terms of this agreement are contingent upon your participation in the Universal Healthcare IPA provider network. If your contract with Universal Healthcare IPA is non-active, we will disable all users affiliated with your organization.**

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.

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

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Effective Date: [5/27/2024]