

Integra Partners Holdings, Inc. Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE PORTAL.

The following terms and conditions, together with any documents expressly incorporated by reference (collectively, "Terms of Use"), govern your access to and use of DORI® Portal ("Portal"). The term "you" and its variations means the individual using the Portal as well as the Provider (defined below) on behalf of which you are using the Portal.

Integra Partners Holdings, Inc. ("Integra") is providing you access to and use of the Portal to facilitate Provider's credentialing, claims submission, processing and/or payment pursuant to a Participating Provider Agreement or other similar services agreement ("PPA") between Integra and the company or entity on behalf of which you are accessing the Portal ("Provider"). These Terms of Use govern your access to and use of the Portal only, and not the services provided to the Provider pursuant to the PPA. In the event of any conflict or inconsistency between these Terms of Use and the PPA, the PPA controls.

By accessing or using the Portal, you agree to these Terms of Use and represent that you are of legal age and mind to form a binding contract with the Integra. You represent that you have the authority to access and use the Portal on behalf of the Provider, that the Provider agrees to these Terms of Use and will be responsible for your use of the Portal, and that you shall also remain individually responsible for your use. If you do not agree to the foregoing or any other provision of these Terms of Use, do not use the Portal.

Integra may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when Integra posts them and apply to all access to and use of the Portal thereafter. Your continued use of the Portal following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Portal

To access and use the Portal, the Provider will be required to register and establish user accounts. Following appropriate credentialing, Integra will establish one administrative account to the Portal for the Provider. The Provider thereafter is responsible for assigning individual users with appropriate individual user accounts. It is a condition of your access and use of the Portal that all the information provided for user registration and account set-up is correct, current and complete. You agree that all information you provide to register with the Portal is governed by the Integra Privacy Policy (<https://internal.accessintegra.com/Terms/PrivacyPolicy>) ("Privacy Policy"), and you consent to all actions Integra takes with respect to your information consistent with the Privacy Policy.

If you have obtained a user-name, password or any security information for use as part of the Portal, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Portal using your user-name, password or other security information. You must notify Integra immediately of any unauthorized access to or use of your user-name or password or any other breach of security. You also agree to exit from your account at the end of each session. You must also use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Integra has the right to disable any user-name, password or other identifier, whether chosen by you or provided by Integra, at any time in Integra's sole discretion if, in Integra's opinion, you or any other individual associated with the Provider has violated these Terms of Use, or if the Provider has breached any provision of its PPA. Integra may also deny account sign-up based on your location or for any other reason it deems necessary. You must not attempt to work around any such limitations in the Portal.

Use of the Portal

As part of your use of the Portal, you may be providing certain claims and other information relating to patients. Any information provided by you will be treated confidentially in accordance with the PPA.

Integra reserves the right to modify the functionality of the Portal, to change the procedures applicable to submitting claims, or to discontinue the Portal in its sole discretion without notice. Integra will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, Integra may restrict access to some parts of the Portal to users for maintenance or any other reason.

While Integra attempts to keep all the information in the Portal up-to-date, medical treatment and knowledge change quickly, and the Portal should not be considered a comprehensive source of all information on a particular topic. Integra makes no warranties or representations as to the accuracy of the content of in the Portal and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information contained in the Portal.

Any resources or other information provided in the Portal are for informational purposes only. The Portal does not make decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment to the information presented by the Portal.

In using the Portal, you are responsible for: (a) obtaining any required pre-authorizations, (b) verifying eligibility for the applicable service, and (c) accurately and completely entering all applicable information. You acknowledge that all coding and billing decisions are your own decisions to be based on your own knowledge or in consultation with an appropriate professional in such area, and that it is your responsibility to be informed about any changes in billing rules and regulations or to clinical information or guidelines that may not be reflected in the Portal.

The Portal is not intended to function as a primary document retention or storage tool. Data that you upload or create in the Portal is stored only for a limited period of time and will be automatically deleted from the Portal without notice. You are responsible for backing up the data that you store on the Portal. If your access to the Portal is canceled, Integra may permanently delete your data from its servers, and Integra has no obligation to return data to you after the Portal is canceled. Deleted data may be irretrievable.

Content Rights

The Portal and its tools, design, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Integra, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use grant you limited personal rights to use the Portal for purposes of processing claims on behalf of the Provider, but you are prohibited from reselling, sublicensing or otherwise commercializing the Portal in any way.

Integra does not control, verify, or endorse the content that you and others make available on the Portal. You are responsible for any content that you transmit or upload, including its legality, reliability, accuracy and appropriateness. If you share content on the Portal in a way that violates or infringes others' rights, including intellectual property rights or privacy rights, you are breaching these Terms of Use. Integra may remove your content from the Portal at any time if you breach these Terms of Use.

Intellectual Property Rights

Trademarks, logos and service marks ("Marks") displayed on the Portal are registered and unregistered trademarks of Integra, its licensors or content providers, or other third parties. All of these Marks are the property of their respective owners. In addition, the Portal, including, without limitation, all of its content,

including but not limited to its workflow, design, graphics, software and code, and the selection and arrangement thereof (“Content”), is protected under the copyright and other intellectual property laws of the United States and other countries. Integra reserves all right, title and interest in and to all intellectual property and all other proprietary rights in the Portal, including, without limitation, all Marks and Content therein.

Prohibited Uses

You agree not to use the Portal: (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding personal data or protected health information privacy and security), (b) in any way that infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person, (c) to transmit or upload any content which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable, (d) to promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (e) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise, (f) to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation, (g) to impersonate or attempt to impersonate Integra, an Integra employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or registration names associated with any of the foregoing), (h) to engage in any other conduct that restricts or inhibits anyone’s use or access of the Portal, or which, as determined by Integra, may harm Integra or other users of the Portal or expose them to liability, (i) to promote any illegal activity, or advocate, promote or assist any unlawful act, (j) to knowingly present or cause to be presented a false or fraudulent claim for payment or approval; (k) to knowingly make, use or cause to be made or used, a false record or statement to get a false or fraudulent claim paid or approved; (l) to conspire to defraud by getting a false or fraudulent claim paid or approved; or (m) to knowingly make, use or cause to be made or used, a false record or statement to conceal, avoid or decrease an obligation to pay or transmit funds.

In addition, in using the Portal, you shall not (i) use the Portal in any manner that could disable, overburden, damage, or impair the Portal or interfere with any other party’s use of the Portal, including their ability to engage in real time activities through the Portal, (ii) use any robot, spider or other automatic device, process or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal, (iii) use any manual process to monitor or copy any of the material on the Portal or for any other unauthorized purpose without Integra’s prior written consent, (iv) use any device, software or routine that interferes with the proper working of the Portal, (v) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, (vi) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Portal, the server on which the Portal is stored, or any server, computer or database connected to the Portal, (vii) attack the Portal via a denial-of-service attack or a distributed denial-of-service attack, or (viii) otherwise attempt to interfere with the proper working of the Portal.

Monitoring and Enforcement; Termination

Integra does not undertake to review material before it is uploaded on the Portal, and cannot ensure prompt removal of objectionable material after it has been uploaded. Accordingly, Integra assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. Integra has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Notwithstanding the preceding paragraph, Integra has the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Portal, and to terminate or suspend your access to all or part of the Portal for any or no reason, including without limitation, any breach of these Terms of Use. In addition, Integra has the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or other information

of anyone posting any materials on or through the Portal. YOU WAIVE AND HOLD HARMLESS INTEGRA, ITS EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHER REPRESENTATIVE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY INTEGRA AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER INTEGRA OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Data Privacy

You explicitly consent to the use of the personal health information (PHI) and other personally identifiable information (PII) you provide via the Portal, including storing, processing, and disclosing the data in accordance with these Terms of Use and the PPA. You confirm that you have the legal authority to authorize Integra and its subcontractors to process all PHI and PII you provide via the Portal and that you have obtained the authorization or consent (as required by applicable law) of all persons whose PHI and PII you provide. You acknowledge and agree that Integra has entered into a Business Associate Agreement (“BAA”) either with you or with the Provider on behalf of which you are accessing the Portal. To the extent of any inconsistency between these Terms of Use and the BAA, the BAA shall control.

Integra considers your use of the Portal to be private. However, Integra may access, disclose, or preserve information associated with your use of the Portal, including, without limitation, your personal information and content, or information that Integra acquires about you through your use of the Portal (including IP address and third-party information) when Integra forms a good-faith belief that doing so is necessary (a) to comply with applicable law or to respond to legal process from competent authorities, or (b) to enforce these Terms of Use or the PPA, or (c) to protect the rights or property of Integra or Integra’s customers.

Integra retains the right to block or otherwise prevent delivery of any type of email or other communication to or from the Portal as part of Integra’s efforts to protect the Portal, protect Integra’s customers, or stop you from breaching these Terms of Use. The technology or other means Integra uses may hinder or prevent your use of the Portal.

In order to provide you the Portal, Integra may collect certain information about Portal performance, your machine/computer and your Portal use.

Geographic Restrictions

Integra provides the Portal only for use or access by and data transmissions to and from persons located in the United States. You are not permitted to access or use the Portal from any location outside of the United States.

Disclaimer of Warranties

THE PORTAL IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS ONLY. YOUR USE OF THE PORTAL IS AT YOUR AND THE COMPANY’S SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, INTEGRA MAKES NO, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. INTEGRA DOES NOT WARRANT THAT THE PORTAL WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENT, THAT IT WILL BE AVAILABLE AT ALL TIMES, OR THAT WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

Limitation of Liability

INTEGRA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATED TO YOUR OR THE COMPANY’S USE OF THE PORTAL, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE FOREGOING, INTEGRA'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. THE LIABILITY LIMITS AND DISCLAIMERS SET FORTH HEREIN APPLY EQUALLY TO INTEGRA'S EMPLOYEES, MEMBERS, OFFICERS, DIRECTORS AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHER REPRESENTATIVES.

Hold Harmless.

You agree to indemnify, defend and hold harmless Integra and its employees, members, officers, directors and its affiliates, licensors, service providers and other representatives from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to your use of the Portal and/or any violation of these Terms.

Applicable Law and Disputes.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts, as applicable, located within New York, New York. YOU EXPRESSLY WAIVE ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS TERMS OF USE.

Other Miscellaneous Provisions.

These Terms of Use constitute the sole and entire agreement between you and Integra with respect to you and the Provider's use of the Portal and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Portal.

Notices sent to you or the Provider may be delivered by electronic mail, or through a general notice on Integra's website <https://accessintegra.com> . User may give notice to Integra by e-mail at the following address: info@accessintegra.com.

These Terms of Use are effective unless and until modified, as noted above, or terminated, at any time, by Integra. These Terms of Use are severable to the extent any term is deemed invalid, illegal or unenforceable. Integra's failure to enforce any provision of these Terms of Use shall not be deemed a waiver of that or any other provision of these Terms of Use. The parties hereto are independent contractors of one another; nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between the parties.