

Electronic Payments and Statements (EPS) Terms and Conditions

The following terms and conditions, as amended from time to time (“Agreement”) apply to all use of OptumHealth Financial Services, Inc.’s Electronic Payments and Statements solution, and the use of any service provided in connection therewith (collectively the “EPS Services”). In this Agreement, the words “you” and “your” means the organization, entity or entities, and individuals identified on the Electronic Payments and Statements Enrollment Form (“Enrollment Form”) you submitted to us or that you subsequently identify as a primary or other user and the words “we,” “our,” “us” refers to OptumHealth Financial Services, Inc., its affiliates, designees and other service providers (collectively, “Optum”). Your enrollment in and use of the EPS Services constitutes your agreement to be legally bound by this Agreement.

ACH Payments. This Agreement is subject to Article 4A of the Uniform Commercial Code (“UCC”). By agreeing to this Agreement, if you have provided us your Account (as defined below) information, you authorize us, acting directly or indirectly on behalf of or through, any third party administrator, health care coalition, health plan carrier, or other third party carrier or payer (each a “Third Party Payer”), or any individual consumer or other person (an “Individual Payer” and collectively “Payers”), to credit or debit the account(s) listed on your Enrollment Form (the “Account” or “Accounts”) in connection with processing transactions between you and any Payer(s). We may rely upon Account information and identifying numbers provided by you on the Enrollment Form to receive payment. We may rely on the routing and account numbers you provided even if they identify a financial institution, person or account other than the one named on the Enrollment Form. You agree to comply with all applicable laws, rules and guidelines related to electronic funds transfers, including without limitation, Article 4A of the UCC and the operating rules and regulations of the National Automated Clearinghouse Association. These rules provide, among other things, that payments made to you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the UCC. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the Payer that originated or instructed such payment will not be considered to have paid the amount so credited. We are not required to give you any notice of debits or credits to your Accounts. We may make adjustments to your Accounts whenever a correction or change is required. For example, if we make an error with respect to your Account, you agree that we may correct such error immediately and without notice to you. Such errors may include, but are not limited to, reversing an improper credit to your Account, making adjustments for returned items, and correcting calculation and input errors. Our right to make adjustments shall include the right to offset amounts you owe us or a Payer against future amounts payable to you and shall not be subject to any limitations or time constraints, except as required by law.

Bank Accounts. You represent and warrant that (a) you are the owner of each of the Accounts and (b) none of the Accounts is or will be used primarily for personal, family or household purposes.

Disclosures of Information to Others. We may disclose information to third parties about you and your Account(s) and transactions as follows: (i) pursuant to agreements with third parties that assist us in the provision of EPS Services; (ii) to verify the existence and condition of an Account; and (iii) as otherwise necessary for us to provide services or facilitate payments to you.

Virtual Payment Card; Processing Fees. If you have elected to receive payments by prepaid virtual payment (“Virtual Card”), you agree: (i) that such election constitutes your consent for Payers to make payments to you by Virtual Card; (ii) that mailing of the Virtual Card constitutes payment for purposes of a Payer’s compliance with applicable law; (iii) to only process Virtual Card payments using your systems; and (iv) that use of the Virtual Card is subject to and you will comply with the Virtual Card terms and conditions that accompany the Virtual Card. You acknowledge that that by processing a Virtual Card payment, you are subject to the terms and conditions governing card processing between you and your card service processor and that you are responsible for any charges and related third party fees, including interchange, merchant discount, or other card processing fees that may be imposed as a result of processing a Virtual Card payment through a card processor.

Security. To access certain online services, you have been assigned a unique user name that is for your use only. Your user name and the password you create are designed to protect you by confirming your identity to the computer network systems (the “Portal”). To prevent unauthorized access to your Portal profile and Account information, it is very important to keep your user name, password and any answers to security questions confidential. You are solely responsible for maintaining the confidentiality of the user names, passwords and security question answers used by you and any users within your organization. If you permit other persons to use your user name, password, or security question answers, you are responsible for any transactions or changes they authorize from, or that relate to, the Portal, your Account(s), or the EPS Services. We are not liable for any harm associated with theft or unauthorized use of user names, passwords or security question answers used by you or your organization. You shall immediately notify us of any unauthorized use of your user name, password, security question answers, or Account(s). You shall notify us immediately in writing if any designated contact is no longer authorized to transact business or make changes on behalf of you or your organization. You agree that: (i) we may process all instructions related to EPS Services that are or appear to be submitted by your designated contacts and that such instructions are effective even if not authorized by you; (ii) you will maintain appropriate accounting and auditing procedures to protect your Account(s) from misuse; and (iii) you will promptly review all electronic statements, notices and transaction information made available to you and you shall report all unauthorized transactions and errors to us immediately.

Payer Payment Priority; Disenrollment. If you have elected to receive payments by both ACH and by Virtual Card, the default payment method will be ACH, unless you change your preferences using the Portal. At any time, you may disenroll from receiving electronic payments: (i) from a specific Third Party Payer; or (ii) from all Individual Payers by providing us with written notice that includes information reasonably requested by us. Upon request, we will provide you with access to a form detailing the information we need from you to process your disenrollment. Disenrollment and changes to your payment method preferences will be effective thirty (30) days after receipt by us of such notice or request.

Ownership. Except as provided in this Agreement, we own or license all rights, title and interests in the EPS Services and any information arising from or in connection therewith. You hereby acknowledge that you shall not acquire any ownership rights in the EPS Services by virtue of this Agreement.

Warranties. WE HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

Indemnification. You agree to indemnify, defend and hold us harmless from and against any and all losses, liabilities, costs, damages and expenses, including litigation expenses and reasonable attorneys' fees arising from or incurred as the result of (a) your breach of this Agreement; (b) your unauthorized or unlawful use of the EPS Services; (c) the unauthorized or unlawful use of the EPS Services by any other person using your user name(s), including a person you designated; (d) any inaccurate or incomplete data you provide or fail to provide to us; (e) your failure to timely update information; or (f) the negligence or willful misconduct of you, your directors, officers, employees, designees, agents and affiliates. You shall bear all risk of loss of records, data and materials during transit from you to us or to our agents or sub-contractors.

Limitation of Liability. Under no circumstances shall our financial responsibility for any act or failure to act by us under this Agreement exceed the fees or charges paid by you to us (excluding the portion of fees constituting pass through fees) for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall we, our parent, affiliates, subsidiaries, directors, officers, employees, agents or representatives be liable for special incidental or consequential damages or claims by you or any third party relative to the EPS Services provided hereunder. We do not guarantee the payment or timing of payments. Payment is the responsibility of the particular Payer. We will not be liable if circumstances beyond our control prevent a payment, despite reasonable precautions we have taken. Such circumstances include but are not limited to, delays or losses of payments caused by telecommunications outages, actions of third parties and equipment failures. You agree that the foregoing limitation of liability is an agreed upon allocation of risk between you and us and reflects the fees, if any, we charge you to use the EPS Services. You acknowledge that absent your agreement to this limitation of liability, we would not provide the EPS Services to you.

Electronic Communications; Notice. You hereby consent to receive all communications, including statements and notifications related to payment by a Payer electronically through the Portal. Any written notice required or permitted to be given to you pursuant to this Agreement may be provided to you at the email address provided by you to us during the enrollment process. Any notice required or permitted to be given to us pursuant hereto shall be provided in writing to the following address: OptumHealth Financial Services, Inc., P.O. Box 30777, Salt Lake City, UT 84130-0777. Written notices sent by mail shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed effective seventy-two (72) hours after the same is postmarked. Notice sent by any other method shall be effective only upon actual receipt.

Amendments. We may add, remove, change or otherwise modify any term of this Agreement at any time by providing you with notice. EPS Services will be governed by the Agreement as amended. You agree that amendments may be provided in electronic form and will be sent to your primary user's email address. We may also modify, terminate or discontinue some or all of the EPS Services at any time and will provide notice of such changes only as required by applicable law.

Entire Agreement. This Agreement and the Enrollment Form which is incorporated herein as a part of this Agreement, constitutes the only and entire agreement between the parties hereto relating to the subject matter hereof and all prior negotiations, agreements and understandings relating to the subject matter hereof, whether oral or written, are superseded or canceled hereby.

Governing Law and Venue. The laws of the State of Minnesota shall govern this Agreement and all disputes arising hereunder. You agree that jurisdiction and venue are proper in the State of Minnesota for the resolution of any dispute arising under this Agreement.

Severability. If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

Miscellaneous. The relationship between both parties under this Agreement is that of independent contractor. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between the parties hereto. You shall not assign this Agreement, directly or by operation of law, without our prior written consent. Any attempted assignment without such consent shall be void. No waiver or failure to exercise any option, right, or privilege under this Agreement shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. You agree to cooperate fully with us in furnishing any information, documentation or performing any action requested by us. You shall furnish us, upon forty-eight (48) hours' notice, with true, accurate and complete copies of such records, documentation or any other information we or our authorized employees, representatives, agents and any regulatory agencies may request; provided, however, that you shall not be required to divulge any records to the extent prohibited by applicable law.