

Terms of Use for Provider Portal

Effective Date: 11/18/19

1. General; Your Agreement to these Terms

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Please carefully read the following Terms of Use before using the Websites. By accessing, using and/or browsing the Websites, you acknowledge that you have read, understood and agree to be bound by these Terms of Use which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms of Use, please do not access, use or browse the Websites or any of their content.

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SCAN may make changes or updates to the Websites or these Terms of Use from time to time, without prior notice to you. Any changes or updates to these Terms of Use will be effective when posted on the Websites and apply to your access, use and browsing of the Websites on and after the Effective Date. Accordingly, you should check these Terms of Use regularly for changes and updates. You can determine when these Terms of Use were last revised by referring to the Effective Date at the top of this page. Each time you access, use or browse the Websites, you signify your acceptance of and continued agreement to the then-current Terms of Use.

3. Use of Websites

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You will not use the Websites in violation of any laws including, without limitation, those pertaining to the fraud and abuse or anti-kickback provisions of the federal Medicare and Medicaid laws.

4. Trademarks

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The Websites may display or link to content that SCAN does not own or control, which is provided solely as a convenience to you. These linked websites are operated by third parties and the links, content, products and/or services provided thereon are the sole responsibility of the entity that owns and operates them. You should review the privacy policy and any terms of use of each third party website you visit. Your use of the linked websites is at your own risk. Unless specified otherwise, links to third party websites do not constitute or imply responsibility for or endorsement by SCAN of those websites, the information they contain or any products or services they describe. SCAN does not receive payment or other remuneration in exchange for your clicking on a link. SCAN may revoke its permission for any link at any time.

6. Passwords and Accounts

Certain sections and/or features of the Websites may require you to create an online account in order to access information or features of the Websites. To

do so, you may be asked to confirm your consent to these Terms of Use and the Privacy Policy. In addition, you may be asked to create a password and username, and to answer security questions or provide other information to protect the security of your account ("Account Details").

You are solely responsible for controlling your Account Details, for maintaining their confidentiality, and for authorizing, monitoring and controlling access to and use of your account, whether by you or others. You are prohibited from distributing, providing or otherwise making available your Account Details to any third party and are responsible for all activities that occur under your account.

7. User Conduct

You agree not to engage in any of the following activities in connection with your use of the Websites:

(a) circumventing, modifying or interfering with; attempting to circumvent, modify or interfere with; or encouraging or assisting any other person in circumventing, modifying or interfering with any security measures, technology or software that is part of the Websites;

(b) any activity that involves the use of software viruses, worms, spyware or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or otherwise permit the unauthorized use of or access to a computer or a computer network;

(c) damaging, disabling, disrupting, overburdening or impairing the Website or interfering with any other party's use and enjoyment of the Websites;

(d) taking any steps to interfere with, or in any manner compromise, any security measures employed by the Websites;

(f) engaging in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining information from the Websites; or

(e) attempting to decompile, reverse engineer, disassemble, modify, hack or create derivative works from the Websites or defeat or overcome any encryption and/or digital rights management technology implemented with respect to the Websites.

SCAN reserves the right to investigate and take appropriate legal action against anyone who, in SCAN's sole discretion, violates this Section, including

without limitation reporting a user to law enforcement authorities and terminating or suspending a user's right to use the Websites.

8. Termination

SCAN may, at its sole discretion, immediately and without notice, suspend or terminate your use or any user's use of the Websites or any portion thereof, including, without limitation, your online account, or block your or any user's access to information available via the Websites, at any time for any reason. You agree that SCAN shall not be liable to you or any third party for any such suspension or termination.

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Although SCAN periodically validates and maintains the Websites, SCAN makes no guarantees as to their correctness, completeness, or accuracy. The Websites may contain typographical errors, inaccuracies, or other errors or omissions. Unauthorized additions, deletions, or alterations could be made to the Websites by third parties without our knowledge.

10. Disclaimer

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Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. The Disclaimer and Limitation of Liability shall be to the maximum extent permitted by applicable law.

12. Modifications to this Website

SCAN reserves the right at any time and from time to time to modify, suspend, or discontinue, temporarily or permanently, the Websites, or any portion thereof, with or without notice. You agree that SCAN will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Websites.

13. Governing Law and Disputes; CLASS ACTION WAIVER; ARBITRATION

You agree that any dispute between you and SCAN arising out of or relating to these Terms of Use, the Privacy Policy, the Websites or any Material will be decided only by arbitration, individually and not on a class-wide basis. You knowingly waive any right to participate in any form of "class," "joint" or "representative" litigation (including in any "private attorney general capacity") against SCAN. The laws of the State of California, U.S.A., without regard to choice of law principles, shall apply to any dispute between us, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act. Any arbitration will be administered by the American Arbitration Association and will take place in Los Angeles County, California, U.S.A. The Websites are controlled within the United States of America and directed to individuals residing in the United States. Those who choose to access the Websites from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable. SCAN does not represent that the Websites or Material are appropriate outside the United States of America. SCAN reserves the right to limit the availability of the Websites to any person, geographic area or jurisdiction at any time in its sole discretion.

14. Force Majeure

SCAN shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, governmental act, failure of or interruption in common carriers (including, without limitation, Internet service providers and web hosting providers) or utilities, or shortages of transportation facilities, fuel, energy, labor or materials.

15. Miscellaneous

These Terms of Use and Privacy Policy set forth the entire understanding and agreement between you and SCAN with respect to the subject matter hereof. If any provision of these Terms of Use or Privacy Policy is found by a court of

competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use or Privacy Policy shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. SCAN's failure to act with respect to any failure by you or others to comply with these Terms of Use or Privacy Policy does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer these Terms of Use or Privacy Policy or your rights or obligations under these Terms of Use or Privacy Policy without the prior written consent of SCAN, and any assignment or transfer in violation of this provision shall be null and void. There are no third party beneficiaries to these Terms of Use or Privacy Policy.

16. Questions?

Please direct any questions you may have about these Terms of Use, technical questions or problems with the Websites, or comments or suggestions to SCAN at webmaster@scanhealthplan.com