

Terms and Conditions of Use

This Portal contains Content provided by us for informational purposes only. Use of the Portal or downloading any Content, is conditional on your acceptance, without modification, of these Terms of Use.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS THIS PORTAL OR ANY CONTENT.

Please note that acceptance of these Terms of Use does not grant you automatic access to the Portal. Furthermore, we reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Please check periodically for changes.

YOUR CONTINUED USE OF THE PORTAL FOLLOWING THE POSTING OF ANY CHANGES TO THESE TERMS OF USE WILL MEAN YOU ACCEPT THOSE CHANGES.

ARTICLE 1 – INTERPRETATION

1.1 Definitions

(1) “Accerta” or “We” or “Us” refers to AccertaClaim ServiCorp Inc., Accerta Services Inc., and any affiliated or successor businesses, including any products, services, or digital properties operated under these entities.

(2) “Accerta’s Privacy Policy” means the privacy policy maintained by Accerta, as amended from time to time, and a short privacy statement which is available online. A full copy of Accerta’s Privacy Policy can be obtained by emailing a request to privacy@accerta.ca.

(3) “Portal” means a secure website maintained on Accerta’s servers, which permits authorized Users to view and manage their account details resulting from participation in a User sponsored benefits program maintained with Accerta.

(4) “Content” means any text, images, audio clips, video clips, software and other materials accessible or posted on the Portal.

(5) “Personal Information” means oral or recorded information about an identifiable individual, including: (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual, (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial

transactions in which the individual has been involved, (c) any identifying number, symbol or other particular assigned to the individual, (d) the address, telephone number, fingerprints or blood type of the individual, (e) the personal opinions or views of the individual except where they relate to another individual, (f) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence, (g) the views or opinions of another individual about the individual, and (h) the individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

(6) "Personal Health Information" means identifying information about an individual in oral or recorded form, if the information, (a) relates to the physical or mental health of the individual, including information that consists of the health history of the individual's family, (b) relates to the providing of health care to the individual, including the identification of a person as a provider of health care to the individual, (c) is a plan that sets out the home and community care services for the individual to be provided by a health service provider or Ontario Health Team pursuant to funding under section 21 of the *Connecting Care Act, 2019*, (d) relates to payments or eligibility for health care, or eligibility for coverage for health care, in respect of the individual, (e) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any such body part or bodily substance, (f) is the individual's health number, or (g) identifies an individual's substitute decision maker, and (h) Personal Health Information also includes identifying information that is not Personal Health Information described above but that is contained in a record that contains Personal Health Information described above.

(7) "Terms of Use" means the terms and conditions set out herein.

(8) "User" or "You" means the person or entity which has been granted access to this Portal by Accerta.

1.2 Interpretation.

(1) References herein to gender shall include all genders and the singular shall include the plural and vice versa, as required by the context.

ARTICLE 2 – GENERAL

2.1 Portal Services

(1) The Portal offers a range of services (“Services”), which may include providing information to benefit plan sponsors, providers and recipients of benefit plans relating to eligibility, claims and statistics.

- (a) Plan sponsors have the ability to access reports, their claim history and invoices of their program(s) as well as key metrics and trends.
- (b) Benefit plan providers can access their patient information relating to claims submitted, paid (an explanation of benefits) and predeterminations.
- (c) Benefit recipients can access some or all of their patient information and relevant payment information, where applicable.

(2) The Services are subject to change or removal by Accerta without notice.

2.2 Use Monitoring

You acknowledge that Accerta has no obligation to monitor the Portal or Content accessible, transmitted through or posted to the Portal. You agree that Accerta has the right to monitor the use of the Portal and Content electronically from time to time and to disclose any information necessary to: (a) satisfy any legal, regulatory or other government request; (b) to operate the Portal properly; or (c) to protect itself and other users of the Portal in accordance with Accerta’s Privacy Policy.

2.3 Electronic Communication

When you use the Portal, or send e-mails, text messages and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts or notices and messages on the Portal. You agree that all agreements, notices, disclosures and other communication that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2.4 Applicable Laws

In consideration of the availability, and your use, of the Portal and Content, you agree to comply with all applicable laws and regulations, including those relating to privacy and protection of Personal Information and Personal Health Information, and these Terms of Use when using the Portal. You acknowledge that Accerta may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard.

ARTICLE 3 – RESPONSIBILITIES OF USER

3.1 Collection

Once data is viewed by the User it is considered collected and received by the User. User is responsible for making any desired copies of such data as Accerta may remove such data from the Portal at any time.

3.2 Security

User is responsible for protecting and keeping secure any data viewed, downloaded, printed, or otherwise collected by the User in any form from unauthorized access by others, in compliance with any privacy laws applicable to the User.

3.3 Issues

User should only view data applicable to themselves or their organization. Any data that is not relevant to the User, but that the User is able to view, is an error. Users must report such errors to Accerta immediately.

3.4 Representatives

If User requires a representative to be able to access the Portal, then such representative must apply to Accerta for their own user account. User is not allowed to share its credentials with any representative.

USER IS RESPONSIBLE FOR THE ACTIONS, INCLUDING ANY BREACH OF THESE TERMS OF USE, OF ANY REPRESENTATIVE ACCESSING THE PORTAL.

3.5 Downloads

User has the ability to download certain content from the Portal. If you download any material from the Portal you are responsible for keeping that material confidential. If that material includes Personal Information or Personal Health Information you must first ensure that appropriate safeguards are in place prior to downloading the material to protect such Personal Information or Personal Health Information and ensure its continued confidentiality. Such Personal Information or Personal Health Information must only be viewed and/or downloaded by a User authorized to access such Personal Information or Personal Health Information and such User must comply with the requirements of Article 9 herein and all privacy laws applicable to the User.

3.6 Changes to Service

(1) If you require changes to your account, including changes regarding account details, changes in your practice, or wish for additional access to the Portal, you must notify Accerta.

(2) The User acknowledges that any change to its contract or relationship with Accerta for use of the Portal made through the Portal will be as effective as if it had been made through an express written contract of amendment

ARTICLE 4 – PROHIBITIONS ON USER

The User is prohibited from doing any of the following actions:

(1) using, enabling, facilitating, or permitting the use of the Portal or Content for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions); or in a manner that would breach any law, regulation or the policies of any Internet host; or cause interference with Accerta’s network operations (including preventing a fair and proportionate use by others);

(2) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering, or otherwise interfering with any software, applications or programs used in connection with the Portal (whether owned by or used under licence to Accerta) for any purpose including “testing” or research purposes; or modifying, altering, or defacing any of the trade-marks or other intellectual property made available through the Portal; or using any intellectual property except for the express purpose for which such intellectual property is made available to you through the Portal;

(3) posting or transmitting any information or software containing a virus, “cancelbot”, “Trojan horse”, “worm” or other harmful or disruptive component, or committing any act which may compromise the security of the Portal in any way (including analyzing or penetrating a host’s security mechanisms); and

(4) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Accerta employees, suppliers, agents and representatives.

You are solely responsible for ensuring that your systems are able to use the Portal.

IT IS RECOMMENDED THAT YOU USE AND UPDATE COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE ON YOUR SYSTEMS THAT ACCESS THE PORTAL

ARTICLE 5 - RESPONSIBILITIES OF ACCERTA

5.1 System Access

(1) In accordance with Article 7, Accerta shall control access by the User to the portal through the maintenance of access controls and passwords.

(2) Accerta will keep confidential any Personal Information or Personal Health Information provided/available on the Portal. Access to such Personal Information or Personal Health Information will be restricted to only that information which is relevant to the User.

ARTICLE 6 – DENIAL OF ACCESS

You acknowledge and agree that Accerta, in its sole and absolute discretion, may, without notice to you, suspend, revoke or terminate your account or your use of, or access to, the Portal, for any reason, including where Accerta believes that you have violated any of these Terms of Use. You further agree that Accerta shall not be liable to you or to any other person as a result of any such suspension or termination.

ARTICLE 7 – PASSWORDS

(1) Access to the Portal is controlled by Accerta and by password.

(2) Passwords will need to be changed by User in accordance with Accerta's policies.

(3) The User represents and warrants that it will be required to keep confidential the password used to access the Portal, and not to disclose their password to any other person.

(4) The User acknowledges that it is fully responsible for maintaining the confidentiality of passwords and that it will be responsible for any breach of this obligation, including any damages, which flow from, or are connected to, such breach, without limitation.

(5) The User agrees that it will be fully responsible for all activities that occur under its authorized password, including access by third parties.

(6) The User agrees to contact Accerta immediately if it has any reason to believe that its password has been compromised.

ARTICLE 8 – TERM

8.1 Term and Activity

(1) There is no term on access to the Portal. Subject to Article 6 and section 8.1(2), the User's account with Accerta will remain active until written notification is provided to Accerta to cancel the User's account and access privileges.

(2) If the User's account has been inactive for 12 months, Accerta will suspend the User's account. Accerta may, in its sole discretion, reactivate the User's account upon written request.

ARTICLE 9 – PRIVACY

9.1 Collection, Use and Disclosure

(1) Cookies: the Portal uses cookies (which provide a unique identifier that identifies the User's browser) to assist with gathering information on how the Portal is being used. The User can manage their cookie preferences on their web browser, but note that if the User refuses to use them, some features of the Portal might not work.

(2) Quality assurance: Accerta may capture, replay and analyze details of your Portal visits to find Portal errors or issues and to improve the operation of the Portal.

(3) Contests and promotions: Accerta may request your permission to use your personal information to contact you about contests, promotions, products or services you may find of interest.

(4) Personal Information and Personal Health Information. Accerta will manage Personal Information and Personal Health Information in compliance with relevant privacy laws and Accerta's Privacy Policy.

ARTICLE 10 – RESTRICTIONS ON USE OF MATERIALS

Except for Personal Information and Personal Health Information which belongs to the patient or is your own, Content accessible through or posted on the Portal is protected by copyright and owned by Accerta, its affiliates and/or licensors. Such Content is protected by Canadian and worldwide copyright laws and treaty provisions. Accerta grants you a limited non-exclusive, non-transferable license to use and display on your computer or other electronic access device the Content as part of the Services provided. Your limited non-exclusive, non-transferrable license is expressly conditional on your agreement not to modify the Content and to maintain all copyright and other proprietary notices. Except as provided herein, you agree not to reproduce, make derivative works of, retransmit, distribute, sell, publish, communicate, broadcast or otherwise make available any of the Content obtained through the Portal, including without limitation, by caching, framing or similar means, without the prior written consent of the respective copyright owner of such Content. Users of the Portal shall be entitled to copy, store and use reports generated as part of the Services and for archival and back-up purposes.

ARTICLE 11 – TRADEMARKS

Accerta and the Accerta logo are registered trademarks of Accerta. Other Accerta product or service marks and logos accessible through or posted on the Portal or on any materials are trademarks or registered trademarks of Accerta or its affiliated

companies. All other products, services and company names and trademarks accessible through or posted on the Portal or on any materials may be trademarks of their respective owners. The absence of a product or service mark or logo from this list does not constitute a waiver of the trademark or other intellectual property rights of Accerta or its affiliated companies concerning that name or logo. You may not use any trademark displayed on the Portal without the written permission of Accerta or the relevant trademark owner. The trademarks are protected by Canadian and foreign trademark laws.

ARTICLE 12 – NO WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE PORTAL IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT ACCERTA MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS (AS USED IN THIS SECTION, “WARRANTIES”) OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THAT ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND (B) ACCERTA SPECIFICALLY MAKES NO WARRANTIES THAT THE ACCERTA PORTAL, INCLUDING ANY CONTENT, INFORMATION, OR SERVICES OBTAINED FROM OR THROUGH THE USE OF THE PORTAL, WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT SUCH PRODUCT OR SERVICES OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE CONTENT SHALL AMEND OR SUPPLEMENT ANY CONTRACT YOU MAY HAVE WITH ACCERTA FOR ANY PRODUCTS OR SERVICES.

ARTICLE 13 – INDEMNIFICATION AND LIMITATION OF LIABILITY

(1) Indemnity. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless each of Accerta, its affiliates and licensors and each of their respective officers, directors, employees and agents, including all third parties mentioned on the Portal, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms of Use; (b) your access to or use of the Portal or Content; or (c) your use or reliance on, or publication, communication or distribution of anything on or from the Portal. Should you become aware of the existence, or reasonable possibility, of any such claim, action, or demand, you agree to notify Accerta immediately. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

(2) Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ACCERTA, INCLUDING ITS AFFILIATES AND LICENSORS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER ACCERTA HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE, INABILITY TO USE OR PERFORMANCE OF THE PORTAL, OR (B) ANY OTHER MATTER RELATING TO THE PORTAL. You expressly acknowledge that Accerta has entered into these Terms of Use, and has and will make the Portal and Content available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and Accerta. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will apply in the case of breach of contract, tort (including negligence), strict liability in tort or otherwise, and will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of this agreement.

ARTICLE 14 – REMEDY

If you are dissatisfied with the Portal or with any terms, conditions, rules, policies, guidelines, or practices of Accerta in operating the Portal,

YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PORTAL.

ARTICLE 15 – GOVERNING LAW/JURISDICTIONAL

(1) The Portal is controlled, operated and administered by Accerta from its offices within Canada. Accerta makes no representation or warranty that the Portal is appropriate or available for use at any locations outside Canada. If you access the Portal from outside Canada, you are responsible for compliance with all applicable laws. These Terms of Use shall be interpreted, construed and governed by the laws in force in the Province of Ontario, Canada, without reference to its conflict of laws principles. Subject to the Arbitration and Actions section below, each party hereby agrees to submit to the jurisdiction of the courts of the Province of Ontario and to waive any objections based upon venue.

(2) Some services referred to on the Portal may not be available in all parts of Canada. Contact Accerta for information regarding the services which may be available to you in your area.

ARTICLE 16 – ARBITRATION AND ACTIONS

Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to these Terms of Use, your use of the Portal or the relationship which results from these Terms of Use, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms of Use which cannot be amicably resolved, even if only one of the parties declares that there is a difference (collectively, a “Claim”), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Toronto, Ontario in English and governed by Ontario law pursuant to the *Arbitration Act, 1991* (Ontario), as amended, replaced or re-enacted from time to time. The arbitrator shall be a person who is legally trained and who has experience in the payments processing and information technology fields in Canada and is independent of either party. The arbitrator shall be selected and appointed by Accerta. Each party shall be responsible for paying half of the arbitrator’s fees. Any such Claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceedings against us. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

ARTICLE 17 – MISCELLANEOUS

(1) These Terms of Use and other documents referenced herein, constitute the entire agreement between Accerta and you with respect to your use of this Portal.

(2) Accerta’s failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use shall not operate or be construed as a waiver. Accerta’s single or partial exercise of any right, remedy, power, or privilege in these Terms of Use shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(3) If any of the Terms of Use is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions hereof.

(4) While these Terms and Conditions are available in English and French, the English version represents the understanding of the parties. In the event of conflict or ambiguity between the two versions, the English version will prevail. .

(5) You may not assign these Terms of Use or assign any rights or delegate any obligations under these Terms of Use, in whole or in part, whether voluntarily or by operation of law, without Accerta's prior written consent.

(6) You affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set for in these Terms of Use, and to abide by and comply with these Terms of Use.