

Concentra's Account Creation Terms of Use

Date last modified: XXXXXXXX, 2018

The following terms of use apply to all use of the Concentra Account Creation tool (the "Service").

Not an Emergency Service / Not Medical Advice

Communications with Concentra through this website and the Service are not in "real-time", and should not be used for urgent or emergency situations. The Service does not provide any medical services or advice. The Service does not provide emergency or urgent medical services. PLEASE CALL 911 OR YOUR HEALTH CARE PROVIDER IF YOU BELIEVE THAT YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR IF YOU NEED URGENT CARE.

Not Legal Advice

Concentra does not provide legal or employment advice. Users of the Service are responsible for ensuring their compliance, and/or the compliance of any Client Company they represent, with applicable law. The availability of a service offering on the Service is not a suggestion that such service is legal or appropriate for use in a specific circumstance. Always consult legal counsel to ensure any requested service offering is legal and appropriate for your use or the use of the Client Company you represent.

Welcome to Concentra's Account Creation Tool

All users of this website and the Service, are subject to the following terms and conditions of use (these "Terms of Use"). Please read these Terms of Use carefully before accessing or using any part of the Service. **By accessing or using the Service, you agree that you have read, understand, and agree to be bound by these Terms of Use, as amended from time to time, and agree to be bound by [Concentra's Privacy Policy](#) which is hereby incorporated into these Terms of Use.** If you do not wish to agree to these Terms of Use and/or the Concentra Privacy Policy, do not access or use any part of the Service.

These Terms of Use are between you ("I", "me", "my", "you", "your", or "user"), the Client Company you are authorized to represent, and Concentra Health Services, Inc., located at 5080 Spectrum Drive, Suite 1200 - W, Addison, Texas 75001 ("Concentra"). All references to Concentra include its parent companies, subsidiaries, affiliates, and its managed medical or therapy practice groups.

During the period in which I (User) am provided with authorized access to the Service, I agree to the following provisions:

1. Definitions

(a) **Aggregate Data.** Aggregate Data is Service Information that: (1) has names and other identifiers removed or altered and (2) is grouped so it does not identify or connect to you as an individual. In other words, Aggregate Data is information that does not identify an individual Services user.

(b) **Authorized Individuals.** An Authorized Individual is an individual whom you authorize to access Service Information on your behalf or on behalf of your Client Company.

(c) **Client Company.** A Client Company is the customer or potential customer of Concentra that you are employed by, or otherwise represent. The term may include employers, third party administrators, payors, networks, and other entities.

(d) **Service Information.** Service Information means any information in the Service. Service Information includes, but is not limited to the following:

- Contact information, such as Client Company addresses, phone numbers, or email addresses
- Information about your insurance providers and third party administrators, including account numbers
- Your communication preferences
- Your service package information
- Identifying and contact information of your employees, customers, or covered persons
- Computer information, such as your IP address and "cookie" preferences

Service Information includes Aggregate Data as defined at 1(a).

(e) **Service.** The Service includes the Account Creation tool and all related products and services.

(f) **Service Provider.** A Service Provider is an entity that is hired to perform certain functions for Concentra to support the development, maintenance, and implementation of the Service. Service Providers may include software or website designers and data storage providers.

2. Your Agreement with Concentra

Your use of the Service is subject to these Terms of Use, the [Concentra Privacy Policy](#), and such other terms as you may agree to from time to time.

Concentra may change these Terms of Use at any time by posting the amended Terms of Use to the Service web site. If you do not agree to the Terms of Use as amended, you may stop using the Service. Your continued use of the Service after the date the amended Terms of Use is posted will constitute your acceptance of the amended Terms of Use.

3. Your Account

You must provide accurate and complete registration information when you register to use the Service. You are responsible for the security of your passwords and for any use of your account. Specifically, you will be responsible for any lost or stolen password or in the event your password is 'guessed' by another party.

Concentra reserves the right to restrict who is eligible for an account. Concentra reserves the right in its sole discretion to determine who may qualify for an account and reserves the right to reject or revoke any account at any time without liability. You may only create an account and enter into these Terms and Conditions on behalf of a Client Company if you have been authorized by the Client Company to do so, and by doing so, you certify that you have such authority. Concentra may enable you to give access to your account to Authorized Individuals. When you give access to an Authorized Individual, you grant permission to such Authorized Individual to access the information contained within, and/or perform certain transactions through, your account, subject to the specific limitations you place on an Authorized Individual.

4. Your Use of the Service

Concentra currently provides you with general use of and access to the Service free of charge. In no event will you be charged for access to the Service unless Concentra makes clear to you that you must pay for such access. All new fees, if any, will be posted in appropriate locations on the Service. Concentra reserves the right to change its fees, if any, from time to time in its discretion.

5. Collection of Your Information

Concentra is not responsible for the accuracy of any information you or any Authorized Individual enter into or edit in the Service. Furthermore, Concentra has the right to rely on any information you or any Authorized Individual enter into or edit in the Service.

6. Use of Your Information

When you provide information to be included as Service Information through the Service, you provide Concentra authorization to use and distribute it in connection with the Service. Concentra may use Service Information only as permitted by the [Concentra Privacy Policy](#), these Terms of Use, and applicable law.

Concentra may use non-identifiable anonymous data that is taken from the Service Information you provide and combine it with other anonymous data to create what is referred to as "Aggregate Data" that may be disclosed to third parties. Aggregate Data is information that describes the habits, usage patterns and/or demographics of users as a group but does not reveal the identity of particular users. Aggregate Data will be used to determine such things as user demographics and usage patterns for our services. Concentra may use Aggregate Data within Concentra to understand the needs of the Service community of users and determine what kinds of programs and services we can offer to you.

As described further below, Concentra may use your Service Information to:

- Operate and manage the Service platform, software, and website
- Maintain and protect its computer systems
- Comply with the law, such as responding to subpoenas and search warrants

7. Third-party Content & Services

Concentra may make third-party services available through the Service. In order to use a specific available service, you must inform Concentra that you would like to: (a) allow the third-party Service Provider to retrieve, provide, and/or modify Service Information in your account or (b) otherwise share your Service Information with the third-party Service Provider. Once you authorize a specific third-party Service Provider to access your account, the Service Provider may continue to access your account until you affirmatively disable access. Third-party Service Providers may include both health care providers and other entities. You are solely responsible for reviewing and approving each such third-party before sharing your Service Information through the Service or otherwise allowing them to access it. If you elect to use any service Concentra adds to or enables within the Service, such election constitutes your authorization and consent to sharing your Service Information with all authorized third-parties.

Concentra is not responsible for and does not endorse any third-party content or services, and does not make any representations or warranties regarding their quality, content or accuracy. Concentra further does not endorse any third-party Service Providers (including Providers), products, services, opinions, or web sites accessed through the Service. USE OF THIRD-PARTY SERVICES AND RELIANCE ON THEIR CONTENT IS SOLELY AT YOUR OWN RISK. CONCENTRA MAY NOT

BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT.

8. Not Medical Advice

You acknowledge and agree that neither Concentra nor the Service offers medical advice through this website. Any content or data accessed through the Service is for informational purposes only and is not a substitute for the professional judgment of health care providers in diagnosing and treating patients. Concentra, its licensors and Service Providers are not responsible for the accuracy, timeliness, or completeness of any information you provide, or for any reliance by you or any medical professional, including Concentra medical professionals, on such information you provide.

9. Concentra Proprietary Rights

Concentra and its licensors own all proprietary rights to the Service and all content and technology related thereto, except for the information you provide that is included in the Service Information. Concentra grants you a personal, revocable, non-assignable, and non-exclusive license to use the Service in accordance with these Terms of Use. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of Concentra's or its licensors' proprietary material in the Service without the prior written consent of Concentra. Except as expressly set forth herein, you have no right, title or license to any of Concentra's or its licensors' intellectual property.

10. Restrictions on Use

Your use of the Service and any content accessed or submitted through the Service must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. Specifically you agree not to do any of the following: (a) upload to or transmit on the Service any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (b) use the Service to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (c) intercept or attempt to intercept electronic mail or messages not intended for you; (d) misrepresent an affiliation with any person or organization; (e) upload to or transmit on the Service any advertisements or solicitations of business; (f) restrict or inhibit use of the Service by others, including disrupting the normal flow of dialogue, causing a screen to scroll faster than other users are able to type, or otherwise acting in a way which affects the ability of other people to engage in real time activities via this Service; (g) upload or otherwise transmit files that contain a virus or corrupted data; (h) collect information about others (including e-mail addresses) without their consent; (i) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Service or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Service); (j) post "spam," transmit chain letters or engage in other similar activities; (k) advocate illegal activity or discuss an intent to commit an illegal act; (l) disobey any policy or regulations, including any code of conduct or other guidelines, established from time to time regarding use of this Service or any networks connected to this Service; (m) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material; (n) upload to or transmit on the Service any hyperlinks to other sites that contain content that falls within the descriptions set forth in this Section; (o) access the Service other than by the interfaces provided by Concentra; (p) create, transmit, or display health or other information that you do not own or do not have the right to use or distribute; (q) upload or provide any information to the Portal that you do not have right to upload or provide; (r) alter, copy, transmit, access, or distribute any Service Information except in accordance with these terms and conditions, [Concentra's Privacy Policy](#), and applicable law and

regulation, (q) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by Concentra, may harm Concentra or users of the Service or expose them to liability.

You further agree that you will not: (i) use any device, software or routine that interferes with the proper working of the Service, (ii) attempt to interfere with the proper working of the Service, (iii) take any action that imposes an unreasonable or disproportionately large load on Concentra's infrastructure, or (iv) access, reload or "refresh" transactional pages, or make any other request to transactional servers, more than once during any three (3) second interval.

11. Modification and Termination

Concentra may place limits on, modify, suspend or terminate all or any portion of the Service at any time without prior notice. Additionally, notwithstanding the rights you may have to the Service Information, if any, Concentra may cancel your account and delete all data associated with your account at any time, and without notice, if we deem that you have violated the terms of this agreement. Concentra assumes no liability for any information removed from the Service. Concentra also has the right to maintain and/or destroy all data associated with your account in accordance with its then current document retention and destruction policies. Upon any termination of your access to the Service, you must cease all use of the Service.

12. Exclusion of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER CONCENTRA NOR ANY OF CONCENTRA'S LICENSORS OR SERVICE PROVIDERS MAKES ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER CONCENTRA NOR ANY OF CONCENTRA'S LICENSORS OR SERVICE PROVIDERS MAKES ANY WARRANTY THAT THE CONTENT IN THE SERVICE SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS OR THAT THE CONTENT OR ACCESS TO THE SERVICE WILL BE FREE OF COMPUTER VIRUSES OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. CONTENT IN THE SERVICE IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER CONCENTRA NOR ANY OF CONCENTRA'S LICENSORS OR SERVICE PROVIDERS MAKES ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

13. Limitation of Liability

NEITHER CONCENTRA NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN SERVICE, WHETHER OR NOT THERE IS NEGLIGENCE BY CONCENTRA AND WHETHER OR NOT CONCENTRA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NEITHER CONCENTRA NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$1,000 IN TOTAL, NOT PER OCCURRENCE.

THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY YOU THAT YOU ARE FAMILIAR WITH AND RESPONSIBLE FOR ENSURING THAT ANY SERVICES REQUESTED VIA THIS WEBSITE OR THE SERVICE ARE LEGAL AND APPROPRIATE FOR YOUR USE OR FOR THE USE OF THE CLIENT COMPANY YOU REPRESENT. CONCENTRA DOES NOT ENSURE THE LEGALITY OR APPROPRIATENESS OF ANY SERVICE OFFERING IN A PARTICULAR CIRCUMSTANCE.

14. Law and Venue

These Terms of Use are governed by Texas law. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THE SERVICE IS THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS. YOU AND CONCENTRA CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief.

15. General Legal Terms

For purposes of clarification, these Terms of Use are for end users of the Service. From time-to-time, Concentra may require licensees of components of the Service and other Concentra offerings to enter into a separate agreement with Concentra related to such components or offerings. If there is any conflict between such agreement and these Terms of Use, the separate agreement will control with respect to the specific product or service.

Concentra's licensors and Service Providers are third-party beneficiaries to these Terms of Use. If Concentra provides you with a translation of the English language version of this agreement, the English language version of this agreement will control if there is any conflict. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. The other provisions of these Terms of Use shall remain in full force and effect.

16. Consent to Electronic Transactions

I, the User, and Concentra acknowledge and agree that any and all transactions performed during the term of these Terms of Use that are conducted through the Service are binding as stated by law. I understand that my consent, when issued electronically by use of my unique identifiers or passwords, bears the same legal authority as my written signature and is binding as stated by law.

I may obtain a paper copy of any electronic transaction by printing the Internet screens on which such information is present.

I and Concentra acknowledge and agree that all transactions conducted electronically bear the same legal authority as paper documents with written signatures and are binding as stated by law. Types of electronically conducted transactions include, but are not limited to activity related to:

- Claims, Referrals, Authorizations
- Appointment Scheduling
- Reporting
- Annual Privacy Practices Notification, or
- Secured Messaging.

