

TO ACCESS OR USE THIS WEBSITE WE ASK THAT YOU (i) BE AN AUTHORIZED USER AS DEFINED IN THE FOLLOWING TERMS OF SERVICE (TOS) AND (ii) HAVE READ AND ACCEPTED THIS TOS.

TOS Date: October 28, 2013

As an Authorized User (also referred to in this TOS as “you” or “your”) you request access to this care network website (the “Website”) and the use of its content (the “Content”).

As a condition of using access to the Website, you acknowledge and agree as follows:

1. **Authorized User.** You are an Authorized User if you are a participating physician identified in the current version of the Arizona Care Network Participation Agreement (referred to as “Agreement”) and have been duly provisioned with a User ID and password permitting access to this website (“Authorized User”).
2. **Compliance with Law and your Agreement.** This TOS permit you to access and use the Website and its Content only in accordance with the applicable Agreement and in compliance with all applicable laws, rules and regulations. This TOS is deemed one of the policies within the “ACN Policies,” referenced in the applicable Agreement, and that you are required to follow.
3. **Appropriate use.** The Website is a private network and it may not be accessed nor the Content used by patients or members of the general public. Only Authorized Users are permitted to use the Website and the Content. Unless we have specifically authorized you to access the Website, it is a violation of state and federal law to access the private computer network of another, such as the Website. Use of the User ID and password of another person is not permitted and does grant you the status of an “Authorized User” for purposes of accessing the Website or using its Content.
4. **Security.** This Website has reasonable security measures in place to help protect against the loss, misuse, or alteration of information under our control. These measures include encryption of personal information using the Secure Socket Layer (SSL) system during your log-in session, and using a secured messaging service when we send you personal information electronically. Despite these measures, the confidentiality of any communication or material transmitted to or from the Website by Internet or e-mail cannot be guaranteed. You should access the Website only from a computer that you know is secure and that has appropriate anti-virus software running. At your discretion, you may contact us at the mailing address listed in the Agreement. If you have privacy or data security related questions, please feel free to use the “Contact Us” to message the administrators of this Website.
5. **Information available.** This Website allows Authorized Users to view treatment-related information about their patients and related aggregate information. All of this is deemed part of the Content and confidential information under the applicable Agreement.
6. **User ID and password.** The administrator of this Website, which also includes the owner and provider of this website, will, upon appropriate authentication and determination that you are a physician identified in the applicable Agreement, issue you a User ID and password that is unique to you. You may never share your User ID and password with anybody else.
7. **Right to revoke User ID and password.** A User ID and password permitting access to the Website is a privilege that may be revoked at any time by the administrator of the Website in his or her sole discretion.
8. **Responsibility for User ID and password.** You are solely responsible for any activities related to your User ID and password. You are required to immediately report to the administrator of the Website any loss,

disclosure or inappropriate access to your Website account, User ID or password, treatment-related information or patient-related file, reports, or other confidential Content to which you or another person should not have access or when you suspect such or the likelihood of such.

9. **Delivery of Information.** Information provided via the Website is deemed delivered to you and in your possession when available for viewing. When the Website is available, you may access the Website at any time of day. As a courtesy, but not an obligation, the administrator of the Website may provide Authorized Users with out-of-band-alerts, using other means of communication, such as SMS/texts and email. Such alerts will not contain PHI.
10. **Information accuracy / malicious code.** Although we attempt to ensure the integrity and accurateness of the Website, we make no guarantees as to its correctness or accuracy. It is possible that the Website could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Website by third parties. In the event that an inaccuracy arises, you agree to contact the administrator of the Website immediately so that it can be corrected. The administrator of the Website will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. You also understand that the administrator of the Website cannot and does not guarantee or warrant that data, files, and reports and other Content available for downloading through the Website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You will have appropriate anti-virus software as provided in No. 5, Security, above. You are also responsible for implementing sufficient procedures to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data. The administrator of the Website does not assume any responsibility or risk for your use of the Website.
11. **Utilization information.** To insure on-going compliance with HIPAA, and the security and integrity of the Website and the Content, the administrator of the Website may monitor, record and audit any activities related to your Website session. Nevertheless, you should not and cannot rely on such monitoring, recording, or auditing to electronically prohibit inappropriate use of your user ID or password.
12. **Website improvements.** The administrator of the Website may also make improvements and/or changes to the Website at any time without notice. The administrator of the Website retains the right to remove, at its sole discretion, communications and other Content that include any material deemed abusive, defamatory, obscene, or otherwise inappropriate, which, in any event, you agree to not upload or input into the Website.
13. **Logout.** You shall always log out of the Website before departing from your computer.
14. **Minimum requirements.** You may access the Website at any time, provided your computer is running Windows XP or later, and IE Explorer 8.0 or higher or current versions of other broadly used website browsers, Adobe Reader/Professional 7.0 or higher. 2GB of computer RAM is recommended. You are solely responsible for keeping your computer secure, including updating it and its applications with required upgrades, updates and security patches available from third parties.
15. **Wireless.** If you access the Website using a wireless device, you are solely responsible for the security of the session, except that the administrator of the Website is responsible for implementing secure socket layer encryption during your session.
16. **Website unavailability.** There may be times when the Website is unavailable due to technical errors or for maintenance and support activities. The administrator of the Website shall make reasonable efforts to limit such activities to off-peak hours.
17. **HIPAA Obligations.** You acknowledge that you are a separate and independent Covered Entity as such term is defined under HIPAA.

18. **Sensitive and personal information obligations.** PHI is very confidential data under HIPAA and state privacy laws. Accordingly, you will take all reasonable steps to protect it as required under HIPAA and other applicable laws. You agree to comply with all state and federal laws governing access to and use of sensitive or personal information, including but not limited to the use of any social security numbers that may be in the Content. You agree that you are receiving the patient's social security number only for purposes of supporting your treatment of the patient and you will not use the patient's social security number for any other purpose. Furthermore, you will not access the Website or the Content by means of "screen scraping" or the use of a botnet or otherwise electronically interface with it to automatically populate another database or record system.
19. **Notification obligations.** You are solely responsible for notifying patients of any inappropriate or unauthorized access related to your User ID and password when such notification is required by law.
20. **Remedies.** You acknowledge that any violation of this TOS could result in irreparable harm, the damages for which are incalculable. You agree that in the case of such breach of the foregoing agreement and trust, the administrator of the Website shall have every remedy available at law, including immediate injunctive relief.
21. **Indemnification.** You are responsible for all activities related to your User ID and password and if you are a physician for the User ID and password issued to individuals whose access to the Website you sponsor. You agree to indemnify, defend and hold the administrator of the Website, its directors, officers, employees and agents harmless from damages and injuries, both tangible and intangible, related to the use of your User ID and password or a failure to comply with this TOS.
22. **Website Provided "AS IS".** THE WEBSITE AND ITS CONTENT AND SITE-RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE, SITE-RELATED SERVICES, AND HYPERLINKED WEBSITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE ADMINISTRATOR OF THE WEBSITE OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY NOR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.
23. **Limitation on Liability.** DIGNITY HEALTH, ARIZONA CARE NETWORK, LLC, AND THE ADMINISTRATOR OF THE WEBSITE (COLLECTIVELY THE "ORGANIZATIONS"), THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED ON THIS WEBSITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST OR UNAVAILABLE DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO ORGANIZATIONS, THE WEBSITE, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH ORGANIZATIONS WEBSITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE WEBSITE, THE CONTENT AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
24. **Website Ownership.** Except as otherwise indicated and as provide in the applicable Agreement, the Content, including text, graphics, logos, button icons, photos, images, forms, audio, video, questionnaires, "look and feel" and software, is the property of the administrator of the Website and/or its licensors and is

protected by United States and international copyright laws. The compilation of all content on Website is the exclusive property of administrator of the Website and/or its licensors and is protected by United States and international copyright laws. Unless specifically authorized in writing by administrator of the Website, or as specifically permitted under the applicable Agreement, any use of these materials, or of any materials within Content by a third party, or for us on any other website or networked computer environment for any purpose is prohibited. Copyright 2012, Administrator of Website. All rights reserved for all countries. Any rights not expressly granted by these terms and conditions or any applicable end-user license agreements are reserved by the administrator of the Website. Only Authorized Users may save or print aspects of the Content intended for saving or printing, provided it is solely for the purpose contemplated under the applicable Agreement. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason is expressly prohibited, unless prior written consent is obtained from the copyright holder(s).

25. **Trademarks.** Proprietary marks may be designated as from time to time on the Website through use of the TM, SM, or ® symbols. Except as specifically permitted under the applicable Agreement, Authorized Users are not authorized to make any use of the Website including, but not limited to, as metatag, proprietary marks or in any other fashion which may create a false or misleading impression of affiliation or sponsorship with or by the administrator of the Website.

26. **Assignment.** You acknowledge that you may not assign any of your rights, interests, duties, or obligations under this TOS. Any attempted or purported assignment shall be null and void.

27. **Hyperlinks.** Any reference made to specific products or services on the Website does not constitute or imply a recommendation or endorsement by the administrator of the Website unless it is specifically stated. To provide you with additional resources, the Website may contain hyperlinks to other of our services and those of our affiliates. However, unless we state otherwise, providing an external link does not imply its may be of benefit to you or that its products and services or those it describes are endorsed by us. Such links may be provided as merely information only, for your further investigation. We will make reasonable efforts to ascertain that linked sites abide by appropriate ethical standards of conduct. While we do select the sites we link to with care, we do not vouch for or assume responsibility for the material, services or products contained on those sites or their privacy practices. You are advised to consult the privacy statement of each website you visit. External health-related services to which the Website may link must meet all of the following criteria:

- The linked service is provided by an organization known to us;
- It offers relevant products, services, and/or health information; and
- The health information on the linked site meets our standards for thoroughness, accuracy, relevance, and timeliness.

We re-evaluate at least annually all external health-related services to which we link. The administrator of the Website does not accept payment for advertising from any source.

28. **TOS updates.** The administrator of the Website reserves the right to modify this TOS and the documents identified in this TOS. Such modifications shall be binding on you upon reasonable online notice thereof and your continued use of an active or valid User ID and password to log on to Website is deemed your agreement to be bound by such revisions. The date of the most recent update will be clearly posted at the end of this TOS. We encourage you to periodically re-read this TOS, to see if there have been any changes to our policies that may affect you.