

## **GEHA Provider Web Account Terms and Conditions**

Use of this website and associated services binds you to this statement of Terms and Conditions. **PLEASE READ THIS STATEMENT OF TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE.** By using this website and tools provided for you through this website, operated by GEHA, you signify your agreement to this Statement, without modification. If you do not agree to these terms and conditions, you may not use this website and associated tools and services.

### **1) Definitions –**

“You” means a Provider or Provider’s representative.

“User” means a person with authorized access.

“Business Associate” means any organization that may be working on GEHA’s behalf, and has agreed to ensure the same privacy and security requirements of the HIPAA regulations that GEHA must follow as a covered entity.

**2) Privacy statement –** Patient privacy is very important to us. GEHA’s “Website Privacy Policy” is available for review on the Website.

**3) I am who I say I am –** Only You may use your Provider Web Account or tools provided to you by GEHA. You are responsible for all activity that takes place with the tools provided through this Website.

**4) Security –** GEHA is committed to privacy protection and utilizes security tools to ensure the privacy and confidentiality of all registered users. Each Provider Web Account is protected by a username and a password so that no one other than the user can access its features. However, it is your responsibility to keep your password confidential and not share it with anyone. In addition, all online sessions that retrieve sensitive information are protected through secure socket layer (SSL) software certified by VeriSign (<http://www.verisign.com>), which encrypts the data to protect it during transmission. Email communications are secured by using a secured server requiring password verification before reading any communications. All communication file processes are encrypted, and all backup files utilize encryption methods to secure all data on and off our network. As an added layer of protection, GEHA will deactivate Provider Web Accounts showing inactivity for a period of six consecutive months.

**5) Your passwords and account security –** You agree and understand that:

- You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services;
- You agree that you will be solely responsible for all activities that occur under your account to the extent permitted by law and without waiving (if applicable) sovereign immunity; and
- You agree to notify GEHA immediately at [webmaster@geha.com](mailto:webmaster@geha.com) if you become aware of any unauthorized use of your password or of your account.

**6) Links to other websites –** On this site you may be offered links to our contracted vendors. These sites are not operated by GEHA. GEHA is not responsible for the content or accuracy of any off-site pages or any other sites linked to the website. Your linking to any other off-site

pages or other sites is at your own risk and is subject to the terms and conditions of use of such sites.

**7) Modification of Statement** – GEHA may cancel, suspend or change this Service Agreement at any time at our discretion by posting new applicable terms and conditions. If you do not agree to the changes, then you must stop using the Service. If you do not stop using the Service, then your use of the Service will continue under the changed Service Agreement.

**8) Legal jurisdiction** – This Statement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to its conflict of laws, provisions or your actual state or country of residence. If any provision of this Statement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Statement and shall not affect the validity and enforceability of any remaining provisions. You may not transfer your rights to access the website. This Statement constitutes the entire agreement between the parties relating to the subject matter herein.

**9) Notices will be electronic** – Any notice regarding your Provider Web Account or tools provided by our Business Associates that we send you will be sent electronically. It is important to maintain your current email address on file.

**10) Limitation of liability** – You expressly understand and agree that GEHA, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

(a) Any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; (b) Any loss or damage that may be incurred by you, including but not limited to loss or damage as a result of:

- (i) Any reliance placed by you on the completeness and accuracy of medical information, or as a result of any relationship or transaction between you and sponsor appears on the services;
- (ii) Any changes that GEHA may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
- (iii) The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
- (iv) Your failure to provide GEHA with accurate account information;

In no event shall the Company, its officers, directors, employees or affiliates assume any liability to you for any damages, losses, or causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise, arising out of use of the website. Your use of the website is at your own risk.

This website does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. GEHA cannot and does not guarantee or warrant that files available for downloading from this website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. THE INFORMATION PROVIDED ON

THE WEBSITE AND LINKS TO THIRD-PARTY INFORMATION AND TOOLS IS PROVIDED 'AS IS.'

**11) Entire Agreement** – Sometimes when you use the Provider Web Account tools, you may (as a result of, or through your use of the website) use a tool, download a piece of software or purchase services that are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and GEHA's Business Associates. If so, the Terms do not affect your legal relationship with these other companies or individuals. The Terms constitute the whole legal agreement between you and GEHA and govern your use of the Services (but excluding any services that GEHA may provide to you under a separate written agreement), and completely replace any prior agreements between you and GEHA in relation to the Services.

**12) Contacting the website** – If you have any questions about this Statement, the practices of GEHA or any of its services, or your dealings with this website, you can contact:

GEHA  
310 NE Mulberry  
Lee's Summit, MO 64086  
800.262.GEHA  
[www.geha.com](http://www.geha.com)  
E-mail: [webmaster@geha.com](mailto:webmaster@geha.com)

**13) By clicking on the "Create account" or "Account Sign In" button**, you agree to these Terms and Conditions. GEHA will treat your use of the Provider Web Account as acceptance of the Terms from that point onward. You may not use the Provider Web Account and may not accept the Terms if you are not of legal age to form a binding contract with GEHA, or you are otherwise debarred under the laws of the United States.