

## Centivo Portals Terms of Use

**Last Updated:** July 5, 2024

Centivo Corporation ("Centivo," "we," "us," or "our") welcomes you. We invite you to access and use our online services (the "Services"), which are made available to you through a variety of platforms, including, but not limited to, our employer portal which is made available through [employer.centivo.com](http://employer.centivo.com) and [client.centivo.com](http://client.centivo.com) ("Employer Portal"), our provider portal which is made available through [provider.centivo.com](http://provider.centivo.com) ("Provider Portal"), our referral portal which is made available through [referrals.centivo.com](http://referrals.centivo.com) ("Referral Portal"), our pre-enrollment websites ("Pre-Enrollment Sites"), and our member portal which is made available through [my.centivo.com](http://my.centivo.com), and our mobile app ("App"), which is accessible through tablets, smart phones, and other devices (the "Member Portal"). Member Portal, Employer Portal, and Provider Portal are collectively referred to herein as the "Centivo Portals."

We provide our Services to Members and Authorized Users subject to the following terms of use ("Terms of Use").

By clicking "I AGREE," when Members sign up to access and use the Member Portal, each Member acknowledges that he/she has read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this "Agreement").

By accessing and/or using the Services through the Employer Portal or the Provider Portal, each Authorized User acknowledges that he/she has read, understood, and agree to be legally bound by this Agreement.

If you do not agree to any of these terms, then please do not use the Services. We may change the terms and conditions of these Terms of Use from time to time with or without notice to you. In any event, Members will be required to affirmatively accept any revised Terms of Use prior to next logging-in to their account.

If you accept or agree to the Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

**THE SECTIONS BELOW TITLED "BINDING ARBITRATION" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

### **1. Description and Use of Services**

We provide Members and Authorized Users with access to the Services as described below.

Members means employees of Customer (as defined below), together with their spouses and dependents who are enrolled in a health plan provided by Centivo and who have signed up to access and use our Services made available through the Member Portal.

Authorized Users means employees, contractors, providers, brokers, agents, or representatives of Customer who are authorized by Customer to access and use our Services made available through the Employer Portal or the Provider Portal.

Customers means employers who have signed up to access and use our Services made available through the Centivo Portals.

Centivo is under no obligation to accept any individual as a Member or an Authorized User and may accept or reject any registration in its sole and complete discretion. In addition, Centivo may deactivate any account at any time, including, without limitation, if it determines that a Member or an Authorized User has violated these Terms of Use.

## **2. No Medical Advice**

**You acknowledge and agree that Centivo does not itself provide any form of medical care, medical opinion, medical advice, diagnosis, or treatment, and that Centivo does not evaluate the need to seek medical attention, through the Centivo Portals, and/or the Services. The Content (as defined below) of the Centivo Portals, and the Services are for informational purposes only, and the provision of such Content does not create a doctor-patient relationship, and does not constitute a medical opinion, medical advice, or diagnosis or treatment of any particular condition. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition. If you think you have a medical emergency, call your doctor or 911 immediately.**

## **3. License to Use the App**

Centivo hereby grants Members a limited, non-exclusive, non-transferable license to download and install a copy of the App on any device that Member owns or controls and to run such copy of the App solely for Member's own personal use. Furthermore, with respect to any App accessed through or downloaded from the Apple, Inc. ("Apple") application store ("Apple App"), Member will use the Apple App only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the App Store Terms of Service. We reserve all rights in and to the App not expressly granted to you under these Terms of Use.

## **4. Community Guidelines**

Centivo's community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Centivo Portals, you agree to comply with these community guidelines (the "Community Guidelines") and that:

- You will comply with all applicable laws in your use of the Centivo Portals and will not use the Centivo Portals for any unlawful purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
  - infringes any copyright, trademark, right of publicity, or other intellectual property or proprietary rights of any person or entity; or
  - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, promotes illegal activity, or contains hate speech (i.e., speech that attacks or demeans a group based on race

- or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
- discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information, except as otherwise permitted under this Agreement.
- You will not “stalk,” threaten, or otherwise harass another person;
- You will not access or use the Centivo Portals to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Centivo Portals through the use of any virus, malware, other harmful code, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Centivo Portals through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements, legal notices, and/or safety features (e.g., report abuse button) on the Centivo Portals;
- You will not use any robot, spider, scraper, or other automated means to access the Centivo Portals for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the Centivo Portals for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Centivo Portals, or any portion of the Centivo Portals, without notice, and to remove any content that does not adhere to these Community Guidelines.

## **5. Restrictions**

The Centivo Portals are only available for individuals aged 18 years or older. If you are under 18 years of age, please do not use the Centivo Portals.

## **6. Use of Personal Information**

Your use of the Centivo Portals may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy (located at <https://www.centivo.com/privacy-policy>), which is hereby incorporated by reference in its entirety.

## **7. Registration**

**Members:** We will setup an account for you on the Member Portal (“Member Account”). You will receive an email from us to claim your Member Account. You must use your member identification number (“Member ID”) to claim your Member Account. In order to claim your Member Account,

you will be required to provide your name, date of birth, ZIP Code and Member ID. Once you claim your Member Account, you will be asked to create a username and password for your Member Account. You represent and warrant that all registration information you submit is truthful and accurate and you will maintain the accuracy of such information. You are responsible for the confidentiality of your Member Account. You will promptly inform us of any need to deactivate a user name or password. We reserve the right to delete or change your user name and/or password at any time and for any reason.

**Authorized Users:** We will setup an account for you on the Employer Portal or the Provider Portal, as applicable. In order to setup your account, you will be required to provide us with your name, email address, and Tax ID/NPI number (only for providers) and we will provide you with your user name and initial password. You are responsible for the confidentiality of your account. You will promptly inform us of any need to deactivate a user name or password. We reserve the right to delete or change your user name and/or password at any time and for any reason.

## **8. Fees**

The Centivo Portals are provided to you free of charge. We reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time upon notice to you.

## **9. Intellectual Property**

We retain all right, title and interest in and to the Centivo Portals, the Services, all software and other technology relating to any of the foregoing, all any content or materials made available through any of the foregoing, together with all intellectual property rights embodied therein ("Content"). The Content may be owned by us or our licensors, and is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other intellectual property rights or laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement and the functionality of the Services. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary or legal notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content outside the Centivo Portals or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Services automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Centivo ("Centivo Trademarks") used and displayed on the Services are registered and unregistered trademarks or service marks of Centivo. Other company, product, and service names located on the Services may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with Centivo Trademarks, the "Trademarks"). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Centivo Trademarks inures to our benefit.

Elements of the Centivo Portals and Services are protected by trade dress, trademark, copyright, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

## **10. Member Generated Content**

Members may post and/or create content through the Services (collectively, the “Member Generated Content”). We cannot and do not review it all. That said, we may remove Member Generated Content that violates the terms of this Agreement, or that is offensive or otherwise unacceptable to us in our sole discretion.

You expressly acknowledge and agree that once you submit your Member Generated Content for inclusion into the Services, it will be accessible by Authorized Users of your employer and healthcare provider. YOU, AND NOT CENTIVO, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR MEMBER GENERATED CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE SERVICES.

You retain all copyrights and other intellectual property rights in and to the Member Generated Content. You do, however, hereby grant us a non-exclusive, royalty-free, sublicensable, transferable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, reproduce, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit and create derivative works based on your Member Generated Content as reasonably necessary to provide the Services.

If you submit Member Generated Content to us, each such submission constitutes a representation and warranty to Centivo that such Member Generated Content is your original creation (or that you otherwise have the right to provide the Member Generated Content), that you have the rights necessary to grant the license to the Member Generated Content under the prior paragraph, and that it and its use by Centivo and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates the terms of this Agreement.

## **11. Communications with Us**

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use and be the owner of any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

## **12. Accessing and Downloading the App from iTunes**

The following terms apply to any Apple App. These terms are in addition to all other terms contained in these Terms of Use:

- 1) You acknowledge and agree that (i) these Terms of Use are concluded between you and Centivo only, and not Apple, and (ii) Centivo, not Apple, is solely responsible for the App and content thereof. Your use of the App must comply with the App Store Terms of Service.

- 2) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- 3) In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between Centivo and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Centivo.
- 4) You acknowledge that, as between Centivo and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 5) You acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, as between Centivo and Apple, Centivo, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.
- 6) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 7) You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the App against you as a third party beneficiary thereof.
- 8) Without limiting any other terms of these Terms of Use, you must comply with all applicable third party terms of agreement when using the App.

### **13. Warranties; Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT THE CENTIVO PORTALS, AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

THE CONTENT PROVIDED ON THE CENTIVO PORTALS, THE SERVICES AND IN ANY OTHER COMMUNICATIONS FROM OR PROVIDED THROUGH THE CENTIVO PORTALS AND THE SERVICES BY CENTIVO IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU THINK YOU OR YOUR FAMILY MEMBER(S) MAY HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE EMERGENCY ROOM IMMEDIATELY.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST

PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, ACCESS AND USE OF THE CENTIVO PORTALS, THE SERVICES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE CENTIVO PORTALS, THE SERVICES OR THE CONTENT SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

THE CENTIVO PORTALS AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, PRICING, OR OTHER ERRORS LISTED ON OR OMITTED FROM THE CENTIVO PORTALS AND THE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE CENTIVO PORTALS AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

#### **14. External Sites**

The Centivo Portals and the Services may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all Portals to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

#### **15. Indemnification**

You agree to defend, indemnify, and hold harmless Centivo, its affiliates, subsidiaries, or its or their officers, directors, employees or agents (collectively, the "Centivo Parties") from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content, the Services, and/or the Centivo Portals; (iii) any Member Generated Content provided through your accounts; or (iv) your violation of any third-party right, including without limitation any intellectual property, or privacy right.

#### **16. Compliance with Applicable Laws**

The Centivo Portals and the Services are based in the United States, and are intended to be used only by residents of the United States. We make no claims concerning whether the Centivo Portals, the Services, the Content, or the Member Generated Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Centivo Portals, the Services, the Content, or the Member Generated Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **17. Termination of the Agreement**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Centivo Portals and/or the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Centivo Portals and/or the Services at any time without prior notice or liability.

## **18. Binding Arbitration**

In the event of a dispute arising under or relating to this Agreement, the Centivo Portals, and/or the Services or any other products or services provided by us (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website <http://www.jamsadr.com>. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent Centivo from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Centivo’s proprietary interests.

## **19. Class Action Waiver**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.



## **20. Miscellaneous**

This Agreement is governed by the internal substantive laws of the State of New York, without respect to its conflict of laws provisions. If this Agreement is terminated in accordance with the Termination provision above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications with Us," "No Warranties; Limitation of Liability," "Indemnification," "Termination of the Agreement," "Binding Arbitration," "Class Action Waiver," and "Miscellaneous." You may not assign this Agreement. Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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