

# Terms of Use

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## Parallon Credentialing Portal Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. By accessing and using this website (the "**Site**"), you agree to be bound to the terms and conditions in these Terms of Use and our [Privacy Policy](#) (collectively, these Terms of Use and our [Privacy Policy](#) will be referred to as this "**Agreement**".) This Agreement is between you (sometimes referred to as "**you**," or "**your**,") and HSS Systems, LLC ("**Parallon**") and its affiliates (collectively referred to as "**PARALLON**," "**us**," "**our**," or "**we**").

**BY CREATING AN ACCOUNT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. If you do not agree to the terms and conditions in this Agreement, do not access or use this Site. Print or download a copy of this Agreement for your records.**

### CHANGES TO THIS AGREEMENT

PARALLON may change this Agreement and our [Privacy Policy](#) at any time and without notice. Any changes to this Agreement or our [Privacy Policy](#) will apply immediately upon posting. YOUR USE OF OUR SERVICES AFTER CHANGES ARE POSTED INDICATE YOUR AGREEMENT WITH THE CHANGES.

### DESCRIPTION OF CREDENTIALING PORTAL SERVICE

PARALLON and its affiliates are providing its current and potential health care providers with this online software tool so that they may more easily obtain updates regarding information contained in PARALLON's files regarding the status of credentials provided or being sought by health care providers from PARALLON. We make this software tool available via the Site, and may make it available via mobile applications ("**Mobile Apps**") for you to download and use on handheld devices ("**Mobile Devices**"). This software tool, the Site, the Mobile Apps (collectively, the "**Service**"), and all contents, such as text, graphics, images, audio and video files, user help files, credentialing information, and other material contained on the Site ("**Content**"), are informational and for your convenience only.

### NO GUARANTEES

While we use reasonable efforts to include accurate and timely information in the Service, the Content available via the Service is not final, may not be up-to-date or correct, and is not a guarantee that you will be provided credentials at any PARALLON facility or at all. PARALLON does not control, recommend, or endorse any Content obtained from third parties and posted by PARALLON via the Service. You are responsible for evaluating and deciding the reputation and truthfulness of Content that may be available through the Service. **PARALLON DOES NOT MAKE ANY GUARANTEE ABOUT THE RELATIONSHIP BETWEEN YOU AND ANY HEALTH CARE PROVIDER OR**

**FACILITY, OR ABOUT WHETHER ANY INFORMATION, PRODUCTS, OR SERVICES YOU FOUND ON THE SERVICE WILL HELP YOU OBTAIN THE RESULTS YOU WANT.**

### PROTECT YOUR PERSONAL INFORMATION

Our [Privacy Policy](#) describes how PARALLON uses and discloses your personal information and how we collect and use your information generated from the Service. Any information you upload into the Service is subject to federal, state, and local laws regulating the privacy, security, and confidentiality of personal information. While we make every effort to protect your information using reasonable security measures, no system can perfectly guard against the risks of intentional intrusion or inadvertent disclosure of information sent to us. In addition, when you use the Service, information transmitted over the internet is beyond the control of PARALLON. Once information is received by us, your personal information will be treated as confidential and given the protections as described in our [Privacy Policy](#).

You are responsible to keep your user name and password secret, and to provide it only to the individual you appoint as your delegate on your account ("**Delegate**"), if you appoint one. You and your Delegate are responsible for signing out of your account appropriately to prevent others from seeing your personal information. **Anyone with access to your username and password will be able to access your personal information on the Service. It is your responsibility to change your password periodically and if you think your security has been compromised.** Use the LOGOUT button to close your account and prevent others from seeing your personal information, including if you share a computer or Mobile Device with someone else, or use a computer in a public place.

**YOU HEREBY EXPRESSLY ASSUME THE SOLE RISK OF ANY UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF YOUR PERSONAL INFORMATION RESULTING FROM YOUR OR YOUR DELEGATES NOT LOGGING OUT OF THE SERVICE; A LOST OR STOLEN USER ID, PASSWORD, COMPUTER, OR MOBILE DEVICE; INFORMATION PRINTED FROM THE SERVICE; USE OF PERSONAL COMPUTER SETTINGS OR SOFTWARE THAT MAY COMPROMISE INFORMATION SECURITY; INTENTIONAL INTRUSION; OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THIS SERVICE.**

### YOUR USER ACCOUNT

You can register for an account on the Service by providing your name and other information requested. You will be emailed a username and password to access the Service. If you add personal information into your profile, the information stays there until you change or remove it.

You are responsible for providing correct and current information that applies only to you. You are responsible for keeping your email address current and notifying us of changes. You are responsible for any information or materials you upload to the Service. You will not knowingly upload any infections, viruses, worms, Trojan horses, or other code that could be harmful to the Service or our computer systems.

PARALLON does not guarantee that the Service will be compatible or operate with your computer or internet service plan, or with any particular computer or other piece of hardware, software, equipment or device you install on or use with your computer.

**YOU UNDERSTAND AND AGREE (1) THAT HOW YOU USE THE SERVICE AND CONTENT YOU OBTAIN FROM THE SERVICE IS YOUR OWN DECISION AND AT YOUR OWN RISK, AND (2) WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE, OR FOR ANY DATA YOU LOSE THAT RESULTS FROM YOUR DOWNLOAD OF ANY CONTENT FROM THE SERVICE. PARALLON DOES NOT GUARANTEE THAT FILES OR OTHER MATERIALS AVAILABLE THROUGH THE SERVICE WILL BE FREE OF INFECTIONS, VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT COULD BE HARMFUL TO YOUR COMPUTER OR MOBILE DEVICE.**

## MOBILE APPS

You may access and use Mobile Apps under the terms of this Agreement and any terms required to download the Mobile Apps. You must provide the equipment and wireless connections to access the Mobile Apps, at your own expense. The terms of your contract with your mobile network provider ("**Mobile Provider**") will continue to apply when using the Mobile Apps. Your Mobile Provider may charge you fees for your use of network connection services while accessing the Mobile Apps, for data downloading, email, text messages, roaming, and other Mobile Provider or third party charges. **YOU ACCEPT SOLE RESPONSIBILITY FOR ALL MOBILE PROVIDER FEES OR MOBILE APPS PROVIDER FEES.**

When you access Mobile Apps on your Mobile Device, PARALLON may obtain information from your Mobile Provider about the type of Mobile Device you are using. PARALLON may use this information to notify you of features and products that may be available on your Mobile Device. Certain features of the Mobile Apps may require PARALLON's collection of the phone number of your Mobile Device. We may link that phone number to the Mobile Device identification information, but we will not use that number for telemarketing. Some Mobile Providers in the United States are required to use technology that tracks the physical location of Mobile Devices using their service. Depending on your Mobile Provider, PARALLON may automatically receive this information. If PARALLON begins to offer services that use this tracking ("pinpointing") information, we will make sure to get your consent (an opt-in) before using the information. After your consent, we may use and store this information to provide location-based services, including location-targeted advertising.

You agree when you are using Mobile Apps, you will NOT:

1. make and distribute copies of the Mobile Apps;
2. try to copy, change, reverse engineer, disassemble, decompile, derive the source code of, decrypt, transfer, frame, exchange, or translate the Mobile Apps;
3. create derivative works of the Mobile Apps;
4. install, use or allow the Mobile Apps to exist on more than one Mobile Device at a time without separate downloads of the Mobile Apps, each of which is individually governed by this Agreement;
5. distribute or link the Mobile Apps to multiple Mobile Devices or other services; or
6. make the Mobile Apps available over a network or allow access or use by multiple Mobile Devices or users at the same time.

You understand that the Mobile Apps are provided over the internet and mobile networks, so the quality and availability of the Mobile Apps may be affected by factors outside our control. PARALLON does not guarantee that the Mobile Apps will be compatible or operate with your Mobile Provider's service plans, or with any particular Mobile Devices or other piece of hardware, software, equipment, or device you install on or use with your Mobile Devices. We are not responsible if the Mobile Apps are unavailable, or for any difficulty or inability to download or access Content, any compatibility or interoperability issues, or any communication system failure which may result in the Mobile Apps being unavailable. PARALLON does not provide support or maintenance for the Mobile Apps.

The Mobile Apps may allow you to store your log-in credentials on your Mobile Devices, so that you can automatically log in each time you open the Mobile Apps. If someone else has access to your Mobile Device (e.g., through theft), the automatic log-in feature will allow that person to have access to your Mobile Apps account. If your Mobile Device is lost or stolen, you must contact your Mobile Provider immediately to prevent the unauthorized use of the Mobile Apps. **YOU ARE RESPONSIBLE FOR ANY PARALLON DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO THE MOBILE APPS.**

### [YOUR RESPONSIBILITIES](#)

You may print only enough copies of information available from the Service for your personal needs. You may not do anything else with the Content, such as re-publish, rent or sell any of the Content yourself.

You agree when using the Service, you will NOT:

1. pretend to be someone else;
2. look at someone else's information unless you are helping that person use the Service;
3. collect information about other people, including e-mail addresses;
4. interfere with the Service;
5. try to figure out how the software making up the Service works;
6. use the information on the Service to create or sell a similar service or similar information;
7. send any chain letters, junk mail, unauthorized e-mail, or advertisements;
8. encourage any illegal activities, or post anything that is obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity;
9. remove any notices contained in the Content; or
10. use the Service to violate the law.

### [PARALLON OWNS THE SERVICE AND YOUR FEEDBACK](#)

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either the property of, or used with permissions by, PARALLON. You are prohibited from using these images unless such use is specifically permitted by this Agreement or specific language on the Service. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. PARALLON neither represents nor warrants that your use of materials displayed on the site will not infringe upon the rights of third parties not owned by or affiliated with us. You are also advised that we will aggressively enforce our intellectual property rights to the fullest extent of the law.

We are pleased to hear from our users and welcome your comments regarding the Service. We value your feedback and request that you be specific in your comments on the Service to ensure that we will be better able to serve you in the future. Nevertheless, if you transmit any communications, materials, ideas, suggestions, or submissions, including, but not limited to, creative suggestions, ideas, notes, drawings, concepts, business proposals, or other information (collectively, the "**Communications**"), the Communications shall be deemed non-confidential and nonproprietary (even if you mark them "confidential" or "proprietary"). Any such Communications shall become our property that we may use for any purpose, including, but not limited to, reproduction, disclosure, publication, broadcast and posting. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any Communications you send to us for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing commercial products using or based upon such information, without compensation to you.

#### DEACTIVATION OF YOUR ACCOUNT

These terms are effective until terminated by either party. You may terminate this Agreement at any time by deactivating your account. We can modify, suspend, or close your account or stop providing the Service in whole or in part at any time and for any or no reason. Upon notification of termination, you must destroy all materials obtained from the Service except for copies of your personal information. **We will not be liable to you or any third party for suspension or termination of Service.**

After the Service has ended, you will not be able to access any information. MAKE SURE TO PRINT OR DOWNLOAD INFORMATION YOU WANT TO KEEP - PARALLON IS NOT RESPONSIBLE FOR PROVIDING ANY COPIES OF INFORMATION DURING OR AFTER YOUR USE OF THE SERVICE. **YOU WILL NOT HAVE ACCESS TO THE SERVICE OR ANY CONTENT, CREDENTIALING OR OTHER PERSONAL INFORMATION AFTER TERMINATION, AND PARALLON HAS THE RIGHT TO RETAIN OR DELETE ALL YOUR INFORMATION AT ANY TIME AS LONG AS WE FOLLOW THE LAW.**

#### PARALLON DOES NOT GIVE YOU ANY GUARANTEES

THE SERVICE, AND CONTENT ARE PROVIDED "AS IS".

**WE DO NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, USEFULNESS, ACCURACY, OR RELIABILITY OF (I) YOUR USE OR THE RESULTS OF YOUR USE OF THE SERVICE OR CONTENT, (II) ANY ADVICE FROM PARALLON PERSONNEL REGARDING CREDENTIALING, OR (III) ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SERVICE.**

**WE DO NOT PROMISE THAT THE SERVICE WILL BE UNINTERRUPTED OR WILL BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. THERE IS NO WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.**

**NO ADDITIONAL STATEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY EMPLOYEES OF PARALLON OR OTHERWISE, IS A WARRANTY OR PROMISE BY PARALLON, AND PARALLON HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS.**

**WE HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY COMMUNICATION, CREDENTIALING OR OTHER PERSONAL INFORMATION, OR CONTENT.**

(SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU).

### **THIRD PARTY WEBSITES**

We may provide links to websites or mobile applications of other companies. The links are provided for your convenience and we are not responsible for other companies' websites or mobile applications. We do not endorse any content, products, or services that may be available on those other websites. Please be aware that the Service may allow third parties to post widgets ("Widgets"). These Widgets are controlled by third party content providers ("Widget Providers"). We do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available through Widgets. The Widgets may use "cookies" or otherwise gather or collect information about you, including by asking you to provide information through the Widgets. The use of these Widgets, and the privacy practices of the Widget Providers, are governed by the applicable Widget Providers' separate terms of use and privacy policies, if any. We strongly encourage you to review any separate terms of use and privacy policies governing third party websites and the use of widgets. You agree that we are not liable for any damage or loss related to the widgets, or your use of or reliance on any content, goods or services available on or through any third party website or mobile application.

### **PARALLON IS NOT LIABLE TO YOU FOR YOUR USE OF THE SERVICE**

**PARALLON IS NOT RESPONSIBLE FOR DAMAGES TO YOU, YOUR HEALTH CARE PRACTICE OR YOUR EMPLOYER FOR ANY REASON.**

**WITH RESPECT TO THIS AGREEMENT OR YOUR USE OF THE SERVICE, PARALLON, OUR SUPPLIERS, AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY:**

- I. INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXPENSES, LOSS OF WAGES, REVENUE OR BUSINESS;**
- II. YOUR LOSS OF DATA OR PROFITS; OR**
- III. USE OR MISUSE OF CONTENT OR PERSONAL INFORMATION IN THE SERVICE.**

**THIS IS TRUE WHETHER IT IS A RESULT OF A CONTRACT, NEGLIGENCE, OR STRICT LIABILITY CLAIM BY YOU OR ANY THIRD PARTY, AND WHETHER OR NOT PARALLON KNEW OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR CONTENT WILL BE TO STOP USING THE SERVICE. IN NO CASE WILL PARALLON BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RELATING IN ANY WAY TO THIS AGREEMENT GREATER THAN \$1,000.00.**

(SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU).

## INDEMNIFICATION

You will indemnify and reimburse PARALLON, our suppliers, and any of our successors, assigns or licensees, together with any of their officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to your use of the Service, your violation of this Agreement or any policy posted with the Service, or your negligence or misconduct associated with using the Service.

## RESOLVING DISPUTES

By using this Service, you agree that the laws of the state of Tennessee without regard to principles of conflict of laws, will govern this Agreement and any dispute that may arise between you and PARALLON. YOU ALSO AGREE THAT EXCLUSIVE JURISDICTION FOR A DISPUTE WITH PARALLON RESIDES IN STATE OR FEDERAL COURTS LOCATED IN NASHVILLE, TENNESSEE. YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF LITIGATING ANY SUCH ACTION.

You shall use your best efforts to cooperate with us in the defense of any claim; provided, however, that we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter described and shall not be modified except in writing, signed by both parties.

## COMMUNICATING WITH PARALLON

You can contact us using the Service or by sending us an e-mail. Unless you tell us otherwise or the law requires otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing.

You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent by us electronically. If you choose to receive legal notices in paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically.

If you do not want legal notices sent electronically, send a written request to PARALLON to: Parallon, 1100 Dr. Martin L. King Jr. Blvd., Suite 1600, Nashville, TN 37203.

## UNITED STATES ONLY

The Service is presented solely for access and use in the United States, its territories, possessions, and protectorates. The Site is maintained and operated by PARALLON from our offices in Nashville, Tennessee of the United States of America. We make no representation that the Service or the Content is available in other locations. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws. The Service and Content may not be

downloaded or otherwise exported or re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions. By using Site or Mobile Apps via the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any country that is subject to U.S. export restrictions.

## CONTACT US

If you have any questions about the Service, you may e-mail us at the following email address: [para.credentialing@parallon.com](mailto:para.credentialing@parallon.com).