

## TERMS OF USE

### LEGAL NOTICE

By accessing and using this website or any website owned by The Accountable Care Coalition of Quality Health II, LLC and operated by Collaborative Health Systems ("CHS"), collectively the "ACO"), you agree to the following Terms of Use:

This site is owned by The Accountable Care Coalition of Quality Health II and operated by Collaborative Health Systems. ACO will use all reasonable efforts to safeguard the confidentiality of identifiable information provided to it. The receipt of data via the internet or through ACO's website cannot be made absolutely secure and that in no event shall ACO be liable for any damages, including, but not limited to, any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits or loss of data (even if ACO is advised of the possibility or likelihood of such), whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use or performance of this website or any information transmitted from or to ACO via the internet, or the provision of or failure to provide services or information available from this website by either ACO or any third party.

ACO reserves the right to restrict, suspend, terminate, or otherwise limit a user's access to this website at any time and without notice.

Links to third parties may take users out of ACO's website. When you follow such links, the third party website may appear as a full screen or in some cases, it may appear within the frame of this website. Where a third party website appears within the frame of this website, this is solely for ease of navigation back to this website. Whether such third party websites appear as a full screen or within the frame of this website, all such linked sites are not under the control of ACO and ACO is not responsible for the contents of any such linked site, any link contained in a linked site, or any changes or updates to such sites. ACO is not responsible for webcasting or any other form of transmission received from any linked site. ACO is providing these links to users as a matter of convenience only. The inclusion of any link does not imply ACO's endorsement of the site unless ACO expressly states that ACO has a material interest or contractual relationship with the owner of such site.

This statement is not intended to create a contractual or legal right in or on behalf of any person or entity other than those expressly stated within this notice. The documents and related graphics published on this website may include inaccuracies, incomplete, or typographical errors. Changes are periodically added to the information herein. ACO may make improvements and changes in the content of this website and any products and the programs described herein at any time without notice.

This website contains intellectual property that is the sole property of ACO or its affiliates, however, certain intellectual property (including, but not limited to, images, logos, copyrights, trademarks, and trade names) are owned by third parties not owned by ACO. Any use, reuse, distribution, modification, transmission, posting, or reposting thereof with the express prior written consent of ACO or such third

party may result in legal action being taken. Certain marks, such as ACO's name are protected by state and federal trademark laws (some marks may be pending registration) and/or are trade names of ACO. The ACO and associated logos are protected by federal and state copyright laws. Other marks may be included or removed from this website at any time. Under no circumstances may you "frame" this website or any of its contents or copy portions thereof without the express prior written permission of ACO. Nothing contained herein or on this website grants to you any rights or a license to use any marks without the express prior written consent of ACO or the owner of such third party marks and you may not sell or otherwise use the information contained on this website for any public or commercial purpose.

Information on this website is provided "AS IS" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, ACO neither represents nor warrants that your use of materials displayed on this website will not infringe the rights of third parties not owned by or affiliated with ACO. Any unauthorized use, reuse, distribution, modification, transmission, posting, or reposting of information contained in this website may violate state and or federal laws and subject you to civil or criminal fines, penalties, and/or imprisonment. ACO will cooperate to the fullest extent with any law enforcement agencies in furtherance of this provision.

Further, the information contained in this website and any associated websites and/or links are provided as a service to the internet community and ACO's business partners, provider community, and vendors, and the general public. Any information or forms contained in this website or any linked website does not constitute medical or legal advice. ACO tries to provide quality information, but we make no claims, promises, representations, warranties, or guarantees about the accuracy, reliability, truthfulness, completeness, or adequacy of the information contained in this website or linked to this website or its associated sites. As medical and legal advice must be tailored to the specific circumstances of each person and the laws are constantly changing, nothing provided herein should be used as a substitute for the advice of a competent medical provider or attorney and you are urged to consult with an appropriate professional for information specific to your needs.

The product and/or services described in this website and/or any links or third party websites (whether framed within this website or not), if any, provided on this website are not intended to constitute offers to sell or solicitations of any kind in connection with any product or service. Products and services are not available in all areas and may be subject to applicable regulatory approval(s) and certain limitations. If you are interested in a particular product and/or service, please contact an ACO authorized representative to discuss such products and/or services.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.

Copyright 2021 Collaborative Health Systems

ACO\_TOU\_1223\_File and Use  
Approved A5431\_TOU\_12\_23

Updated: Dec. 2023