

Terms and Conditions – FirstView Online Benefit System

By checking the Accept box below, the individual accessing the FirstView Online Benefit System agrees to the terms and conditions set forth below.

1. Scope

These terms and conditions apply to access made available by First Administrators, Inc. to the FirstView Online Benefit System and all written, visual and oral information to which a party using such application (hereinafter described as a “User”) may have access to by utilizing a Personal Identification Number(s) (PINs), a Security Password or other security devices provided by First Administrators, Inc.

2. Confidentiality Obligation

All information to which a User has access by utilizing its PIN, Security Password or other security device provided by First Administrators, Inc. shall be deemed confidential information. Users agree to maintain the confidentiality of such information in accordance with Federal and state laws. In the absence of any such provisions, Users agree to use the same means to protect the confidential information as the Users use to protect confidential information in their own trade or business, but in any event shall at least use reasonable means to protect the confidential information. User agrees that he or she shall only access that information which he or she has a legitimate business need to know. User understands and shall make any individuals who are also provided confidential information obtained through or from the FirstView Online Benefit System aware that access to health claims information in the possession of First Administrators, Inc. is subject to the confidentiality standards set forth under state and/or Federal law and/or the restrictions for the National Committee for Quality Assurance and that improper disclosure of such information to anyone who does not have a legitimate business need to know the information, may subject the User, and/or any other individuals who have access to the confidential information, to criminal penalties.

3. Security

Each User shall comply with the following rules:

- A. PINs, User IDs, passwords, or other security devices provided by First Administrators, Inc. shall not be shared with any other individual, except as previously approved in writing by First Administrators, Inc.'s Security Administrator. Passwords shall not be posted or exposed to the view of others and should be constructed in a manner so as to maintain the confidentiality of each authorized individual.
- B. Automatic log on processes, such as PF KEYS or BAT FILES are not to be used unless they require manual input of the PIN, User ID, password or use of any other security device provided by First Administrators, Inc.
- C. Passwords should not be saved in the system.

- D. If applicable, other rules concerning PINs, User IDs, passwords, or other security devices provided by First Administrators, Inc. shall be provided to User, or to the contact person at the entity to which they are affiliated, in writing by a First Administrators, Inc. FirstView Systems Specialist.
- E. User shall ensure at all times that no visual display of any confidential information shall be visible to the general public or unauthorized personnel.
- F. Access to the FirstView Online Benefit System, as described in these terms and conditions, shall only be available and utilized by authorized individuals which First Administrators, Inc.'s FirstView Systems Specialist has been notified of in writing, as changes occur and also from time to time. A User's access shall be confirmed in the communication by the FirstView Systems Specialist to the User or the entity to which they are affiliated. As between First Administrators, Inc. and the User, First Administrators, Inc. owns the confidential information provided hereunder and grants limited use of the confidential information pursuant to this arrangement and does not transfer any rights of any kind to the User other than a limited right to use the data in accordance with the security procedures. Further, all materials provided to user and the entity to which they are affiliated by First Administrators, Inc. regarding the FirstView Online Benefit System, including instructions or manuals, shall remain the sole property of First Administrators, Inc. and shall be promptly returned upon termination of this agreement.

4. No Warranty

First Administrators, Inc. makes commercially reasonable efforts to maintain the accuracy of the information contained on the FirstView Online Benefit System. However, the information sources are not always subject to immediate verification, therefore Users should use independent means to verify the information when possible. Accordingly, all confidential information provided by First Administrators, Inc. is provided "AS IS" and without any warranty, expressed, implied or otherwise.

5. Access

First Administrators, Inc. shall provide access to the FirstView Online Benefit System to User on a basis consistent with other similarly situated Users of the system. No guarantee of system availability is provided under this arrangement and First Administrators, Inc. shall not be responsible for any periods of system down time that occur beyond the control of First Administrators, Inc. or an entity acting on behalf of First Administrators, Inc. System down time may be required for application upgrades and system maintenance.

6. Audit Rights

First Administrators, Inc. may decide to review certain Users regarding the use of the FirstView Online Benefit System by Users and to examine supporting documentation, records and associated information regarding same. First Administrators, Inc. shall conduct such audits during normal business hours at any premises where functions are being performed and information accessed under this agreement. Users shall cooperate with any such audits.

7. Term and Termination

These terms and conditions shall be effective upon acceptance and shall continue in force and effect unless the parties mutually agree to terminate or shall terminate immediately upon User's violation(s) of these terms and conditions or any other Security Administration policies communicated to User in writing or electronically.

8. Miscellaneous

- A. User acknowledges that the confidential information is a valuable asset of First Administrators, Inc. and improper disclosure or use of such information may cause First Administrators, Inc. irreparable harm and that there may be no adequate remedy available at law. Accordingly, the User agrees that First Administrators, Inc. shall have the right to obtain immediate injunctive relief to enforce obligations under this agreement in addition to any other rights and remedies First Administrators, Inc. may have at law or in equity.
- B. Eligibility and benefit information do not constitute authorization of claim payment. These terms and conditions are not intended to supersede any other contract between First Administrators, Inc. and another party. All other member and provider contractual limitations, including but not limited to, prior approvals, pre-certification and referrals must be handled separately as defined in the Member and Provider Information offered by First Administrators, Inc. Appropriate penalties, as defined in those contracts, shall apply for failure to meet these obligations.
- C. Any computer hardware and/or software purchased by User to obtain access to the FirstView Online Benefit System shall be the sole financial responsibility of User or the entity to which they are affiliated. First Administrators, Inc. shall not be responsible in any way for any of the software or hardware equipment in the event that this agreement is terminated or the access provided hereunder is otherwise removed or restricted in any way. In addition, User is responsible for ensuring that the hardware and software purchased is compatible with the FirstView Online Benefit System. Any costs associated with providing this access, including but not limited to the charges for the ongoing use of telecommunications lines, internet service providers or the like shall be borne by the User. In addition, First Administrators, Inc. shall not have any liability whatsoever for any incidental or consequential damages related to providing the access or the use of information under the terms of this agreement.
- D. User represents and warrants that he/she has the authority to access the FirstView Online Benefit System on behalf of his/her employer and the authority to agree to these Terms and Conditions. User and his/her employer shall indemnify and hold First Administrators, Inc. harmless for any loss, cost, or expense, including but not limited to reasonable attorney's fees directly related to the User's improper use of the FirstView Online Benefit System, access to confidential information contained therein, User's release of confidential information to any unauthorized individuals or entities, User's breach or the breach by any of the User's employees, agents or representative of the covenants of this agreement.

- E. To the extent that User is authorized to enter or correct information in one of First Administrators, Inc.'s computer systems via the FirstView Online Benefit System, User agrees that he/she is responsible for the accuracy of any information submitted. User understands that First Administrators, Inc. or one of its accounts shall rely upon such information in making decisions related to the administration of health benefit plans, such as eligibility determinations and, thus, will use commercially reasonable efforts to ensure the accuracy of the information provided. User further understands that changes made to membership information such as date of birth corrections or address changes may cause First Administrators, Inc. to make changes to premium rates at the next billing cycle or renewal date.

- F. If any provision of this agreement should become prohibited by or irrelevant by applicable state or Federal law, or determined invalid or unenforceable by a court of competent jurisdiction or any other governmental or regulatory authority with jurisdiction over the parties hereto, such provisions shall be ineffective to the extent of such prohibition, without invalidating the remainder of the provision or remaining provisions of this agreement. Any notice provision requiring a written notice shall be satisfied if notice is provided electronically to the designated security coordinator on behalf of their employer named in the Web Access Agreement or to a FirstView Systems Specialist on behalf of First Administrators, Inc.

- G. The confidentiality obligations and the indemnification obligations shall survive the termination of this agreement.

- H. These Terms and Conditions shall be construed according to the laws of the State of Iowa.

I Accept

I Do Not Accept