

DATE OF LAST MODIFICATION: May 14, 2021

NOTICE

THE RIVERSIDE GUEST PAY SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTHCARE PROVIDER FOR PERSONAL MEDICAL ATTENTION AND ADVICE. DO NOT USE THE RIVERSIDE GUEST PAY SERVICE AS A SUBSTITUTE FOR CONSULTING WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

1. YOU ARE ENTERING INTO A CONTRACT WITH RIVERSIDE HEALTH SYSTEM FOR THE RIVERSIDE GUEST PAY SERVICE.

This is a contract between you and IHC Health Services, Inc. (Riverside Health System) that governs your use of the Riverside Guest Pay service and Riverside Health System's provision of services to you through Riverside Guest Pay (collectively "Riverside Guest Pay", or the "Service"). The contract includes these Terms of Use and the Privacy Policy found at [Privacy](#) (collectively, the "Agreement"). Please read the Agreement carefully and print a copy for your records.

By checking the "I Agree" box or using Riverside Guest Pay, you agree to the terms of the Agreement. If you do not agree to the terms of the Agreement, then you may not access or use the Service. Riverside Health System may modify the terms of the Agreement from time to time by posting the modified Agreement to Riverside Guest Pay. The modified Agreement becomes effective immediately when it is posted on Riverside Guest Pay. By continuing to use Riverside Guest Pay after Riverside Health System posts a modified Agreement, you agree to be bound by the modified Agreement.

2. RIVERSIDE GUEST PAY ALLOWS YOU TO MANAGE AND PAY YOUR RIVERSIDE HEALTH SYSTEM CHARGES ONLINE.

Riverside Guest Pay consists of a website and associated technologies that enable you to access information and statements concerning your Riverside Health System financial obligations for health care services and to make payments on your Riverside Health System accounts.

3. RIVERSIDE HEALTH SYSTEM USES A CONTRACTOR TO PROVIDE THE SERVICE TO YOU.

Riverside Health System has contracted with iVinci Partners, LLC (the "Contractor") to provide Riverside Guest Pay to you under the terms of this Agreement. But, your contract and legal relationship with respect to Riverside Guest Pay, and with respect to your Riverside Health System accounts, is with Riverside Health System. Riverside Health System is responsible for ensuring that the Contractor complies with the terms of the Agreement that apply to Riverside Health System.

4. YOU ARE RESPONSIBLE FOR YOUR USE OF THE SERVICE.

You are solely responsible for keeping your Riverside Health System account information secure and strictly confidential.

5. RIVERSIDE GUEST PAY IS AN OPTIONAL SERVICE

Riverside Health System provides the Riverside Guest Pay Service to you as an optional digital payment service.

6. RIVERSIDE HEALTH SYSTEM MAY SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE.

Riverside Health System may suspend or terminate your access to Riverside Guest Pay at any time for any or no reason. Neither Riverside Health System, nor the Contractor, are liable to you with respect to any termination or suspension. Riverside Health System reserves the right to change, suspend, or discontinue the Service or any part of the Service at any time, for any or no reason, without prior notice to you.

7. ELECTRONIC PAYMENT METHODS

In order to make a payment, you are required to use a Payment Card. Riverside Health System may also allow you to use an Automated Clearing House (ACH) account, in lieu or in addition to your Payment Card, as a means to pay your healthcare charges directly from your bank account. Payment Cards may be either a credit card or a debit card accessing a consumer deposit account, prepaid account, Health Savings Account, or Flexible Spending Account. Payments will be credited to your Riverside Health System account upon successful transaction completion. Payments received after 11:00 p.m. CST will be credited no later than the next business day. It may take several days for your payments to appear in Riverside Health System's billing system of record and your financial institution.

8. YOU MUST TAKE ACTION ON YOUR CHARGES OR YOUR RIVERSIDE HEALTH SYSTEM ACCOUNT MAY GO PAST DUE

If you do not pay your Riverside Health System charges in full then those charges may be deemed past due.

9. IF YOU DO NOT PAY IN THE REQUIRED TIME, YOU MAY GO TO COLLECTIONS

Riverside Health System establishes a maximum amount of time for you to pay your charges based on internal guidelines and criteria. Once your charges reach this maximum duration they may be deemed uncollectable. When this occurs, your charges may be forwarded to a collection agency for further action.

10. YOU MAY USE RIVERSIDE GUEST PAY ONLY FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH THIS AGREEMENT.

You must not access or use Riverside Guest Pay (a) in an unlawful way or for an unlawful or improper purpose or in any manner that does not

comply with this Agreement, or (b) in a state that has laws that would alter the terms of this Agreement or make your access or use of the Service illegal. Additionally, you must not access or use Riverside Guest Pay:

- o to post, upload, or transmit content or information that (i) is false, obscene, hateful, threatening, defamatory, solicitous, predatory of a minor, harassing, or creates a risk to anyone's safety, (ii) infringes or violates another person's intellectual property, privacy, or publicity right, or (iii) otherwise could result in civil or criminal liability under the law;
- o to upload or transmit viruses, worms or other malicious code;
- o in any manner that could damage or impair Riverside Guest Pay or its content, compromise security, or inhibit another person from using it;
- o to gain, or attempt to gain, unauthorized access to Riverside Guest Pay or another person's Riverside Health System account through any means, including hacking or impersonating any other person or entity, whether actual or fictitious; or
- o by any automated means, such as, but not limited to, a robot, scraper, spider, or harvesting "bot."

11. YOU MUST BE AT LEAST 18 YEARS OLD TO USE RIVERSIDE GUEST PAY.

Riverside Guest Pay is not directed at, and does not solicit or accept information from, any person younger than 18 years of age (except for emancipated minors). By accepting the Agreement, or by using Riverside Guest Pay, you represent to Riverside Health System that you are at least 18 years of age (or are an emancipated minor) and that you have the legal right and ability to enter into the Agreement.

12. RIVERSIDE HEALTH SYSTEM IS COMMITTED TO PROTECTING YOUR PERSONAL INFORMATION.

For information concerning the use, disclosure, and protection of your information, please see the Privacy Policy found at [Privacy](#). Riverside Guest Pay uses industry-standard security practices and technology to protect your personal information stored in the Service from unauthorized access. But even the most secure computer systems can be violated, and Riverside Health System cannot guarantee security. There are security, transmission, and other risks inherently associated with using the Internet, and you expressly assume those risks.

13. YOUR USE OF RIVERSIDE GUEST PAY DOES NOT CHANGE RIVERSIDE HEALTH SYSTEM'S CALLING OR CREDIT REPORTING PRACTICES.

Upon you using Riverside Guest Pay, you consent to Riverside Health System contacting you through a variety of means to include any phone numbers, mailing address, or email address associated with your Riverside Health System account or provided in the Service. You agree that Riverside Health System or its agents or contractors may, from time to time, make calls or send text messages to you, including to wireless telephone numbers that could result in charges to you. You also agree that these calls or text messages may include the use of prerecorded or artificial voice messages or automatic telephone dialing system. You may revoke your consent to such communication at any time by calling 1-800-621-7677 and request to opt out of future communications.

Further, Riverside Health System maintains its ability to perform credit bureau inquiries to review or collect upon your Riverside Health System account.

14. RIVERSIDE HEALTH SYSTEM GRANTS YOU A LIMITED RIGHT TO USE RIVERSIDE GUEST PAY.

Riverside Guest Pay is the property of Riverside Health System or its licensors and is protected by copyright, trademark, patent, trade secret, and other intellectual property laws. Subject to your compliance with the terms of this Agreement, Riverside Health System grants you a limited, revocable, non-transferable, and non-exclusive license to access and use Riverside Guest Pay solely for your personal, non-commercial purposes.

Riverside Health System also gives you permission to display, download, and print the content available in or through the Service only for your personal, non-commercial purposes. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate that content to anyone. All content made available for download from the Service is the copyrighted work of Riverside Health System or its licensors. Any copy made of content obtained through the Service must include all applicable copyright notices.

Riverside Health System's trademarks and service marks include *Riverside Health System*, *Riverside Guest Pay*. All other brands and names referenced on Riverside Guest Pay are the property of their respective owners. Nothing contained in Riverside Guest Pay grants any license or right to use any trademark or service mark displayed on Riverside Guest Pay without the express written permission of Riverside Health System or other owner of the trademark or service mark.

Your license to use Riverside Guest Pay does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile, attempt to derive the source code, or create derivative works of Riverside Guest Pay (or any software or content available on or through Riverside Guest Pay) or allow a third party to do any of those things; or (b) transfer, distribute, sell, lease, rent, disclose, or provide access to Riverside Guest Pay to any third party or use Riverside Guest Pay to provide service bureau, time sharing, or other services to third parties.

15. RIVERSIDE HEALTH SYSTEM DOES NOT PROVIDE ANY WARRANTY FOR RIVERSIDE GUEST PAY.

RIVERSIDE HEALTH SYSTEM PROVIDES RIVERSIDE GUEST PAY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, RIVERSIDE HEALTH SYSTEM AND ITS LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING RIVERSIDE GUEST PAY AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, RIVERSIDE HEALTH SYSTEM AND ITS LICENSORS DO NOT WARRANT THAT ACCESS TO RIVERSIDE GUEST

PAY WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE FREE OF MALWARE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES RIVERSIDE HEALTH SYSTEM OR ITS LICENSORS MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY, OR SUITABILITY OF RIVERSIDE GUEST PAY OR ANY OF ITS CONTENT. YOU EXPRESSLY AGREE THAT YOUR ACCESS TO, USE OF, AND RELIANCE UPON RIVERSIDE GUEST PAY IS AT YOUR SOLE RISK. RIVERSIDE HEALTH SYSTEM IS NOT LIABLE TO YOU FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON RIVERSIDE GUEST PAY.

16. NEITHER RIVERSIDE HEALTH SYSTEM NOR ITS CONTRACTOR HAS LIABILITY TO YOU FOR RIVERSIDE GUEST PAY.

IF YOU EXPERIENCE ANY PROBLEM RELATED TO RIVERSIDE GUEST PAY, YOU AGREE THAT YOUR SOLE REMEDY IS TO STOP USING IT. RIVERSIDE HEALTH SYSTEM, ITS CONTRACTORS AND ITS LICENSORS ARE NOT LIABLE TO YOU (OR ANYONE ACCESSING THE SERVICE USING YOUR RIVERSIDE HEALTH SYSTEM ACCOUNT INFORMATION) FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES THAT YOU SUFFER OR INCUR IN CONNECTION WITH USING RIVERSIDE GUEST PAY. RIVERSIDE HEALTH SYSTEM, ITS CONTRACTORS AND ITS LICENSORS ARE NOT LIABLE TO YOU (OR ANYONE ACCESSING THE SERVICE USING YOUR RIVERSIDE HEALTH SYSTEM ACCOUNT INFORMATION) FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER, OR OTHERWISE) RELATED TO YOUR USE OF RIVERSIDE GUEST PAY, EVEN IF RIVERSIDE HEALTH SYSTEM, ITS CONTRACTOR OR ITS LICENSOR WAS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

YOU AGREE TO INDEMNIFY RIVERSIDE HEALTH SYSTEM, ITS CONTRACTORS AND ITS LICENSORS AND HOLD THEM HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR USE OF RIVERSIDE GUEST PAY OR YOUR BREACH OF THIS AGREEMENT, OR BOTH.

17. THIRD PARTY SERVICES ARE PROVIDED UNDER SEPARATE LEGAL TERMS.

As a convenience to you, Riverside Guest Pay may allow you to use the services of or may contain links to websites maintained by one or more third parties, such as a payment gateway provider or insurance company. Riverside Health System and its Contractor, iVinci Health LLC, do not endorse any third-party website, or the information, tools, services, or merchandise available at any third-party website. Your use of these third-party services is subject to the separate policies, fees, and legal terms of that third party. Riverside Health System and iVinci Health LLC do not have any responsibility or control for third-party websites. You should read the terms and conditions, data-gathering practices, and privacy policies of all linked websites as they may materially differ from those of Riverside Guest Pay.

18. THIS AGREEMENT IS GOVERNED BY VIRGINIA LAW AND YOU AND WE AGREE TO ARBITRATE ANY DISPUTES BETWEEN US

The laws of Virginia govern the Agreement and your use of Riverside Guest Pay. Any disputes arising between you and Riverside Health System or any of its contractors related to your use of Riverside Guest Pay shall be brought individual in small claims court in the state of Virginia, or in individual arbitration in accordance with the terms of the Arbitration Provision and Class Action Waiver available here: [link]. You agree that you shall not bring or participate in any class action or representative proceeding against Riverside Health System or any of its contractors arising from or related to your use of Riverside Guest Pay.

19. YOU LICENSE RIVERSIDE HEALTH SYSTEM TO USE ANY FEEDBACK YOU PROVIDE CONCERNING RIVERSIDE GUEST PAY.

If you submit ideas or suggestions for Riverside Guest Pay to Riverside Health System or Riverside Health System's Contractor ("Feedback"), you grant Riverside Health System and Riverside Health System's Contractor a worldwide, perpetual, irrevocable, non-exclusive, royalty free license to use, reproduce, modify, prepare derivative works from, publicly display, perform, distribute, make, have made, sell, offer for sale, import, and export that Feedback, and any product or service incorporating that Feedback, for any purpose whatsoever, commercial or otherwise, and by any means.

20. YOU MAY CONTACT RIVERSIDE HEALTH SYSTEM BY MAIL, EMAIL, OR PHONE.

You may contact Riverside Health System through your Riverside Health System account, or as follows:

Riverside Health System
608 Denbigh Blvd. Suite 605
Newport News, VA 23608
1-800-621-7677

21. ADDITIONAL MISCELLANEOUS TERMS APPLY TO YOUR USE OF RIVERSIDE GUEST PAY.

The Agreement is the sole agreement between you and Riverside Health System relating to Riverside Health System's provision of Riverside Guest Pay to you and your use of Riverside Guest Pay. Neither you, Riverside Health System, nor any contractor is bound by any oral or written representation, warranty, or statement that is not contained in the Agreement. If a court determines that any term of the Agreement is invalid or unenforceable, the remainder of the Agreement remains in full force and effect. Neither Riverside Health System, its contractors nor its licensors is liable for any delay or non-performance caused by an act of nature, strike, lockout, riot, civil commotion, insurrection, war, or other reason beyond its reasonable control. No failure by you or Riverside Health System to enforce or exercise any right under the Agreement is a waiver of that right. You may not assign, transfer, or delegate your rights or obligations under the Agreement, in whole or in part. The Agreement is binding upon and inures to the benefit of Riverside Health System's successors and assigns. The Agreement may not be modified except in writing signed by the parties or as expressly permitted above.

