

Minuteman Health Direct User Agreement  
between  
Minuteman Health, Inc.  
and  
Broker/Producer

**Read this Agreement carefully.**

**Use of the Minuteman Health, Inc. (“Minuteman Health”) Minuteman Health Direct web site (the “Site”) is subject to the terms and conditions set forth below. By accessing the Site you have agreed to accept all these terms and conditions.**

This Agreement is between the broker/producer of record for the employer group (the “User”) and Minuteman Health.

I. The User shall:

1. Review and agree to Minuteman Health’s Privacy Statement prior to accessing the Site.
2. Provide evidence of his/her producer/broker of record documentation upon request and prior to accessing the Site.
3. Warrant that he/she has been authorized by the employer group to make updates, revisions and deletions to the employer groups covered employees’ information. Note, information is limited to eligibility and enrollment information.
4. Be solely responsible for all activity on, and transactions through, the Site that is attributable to the User’s password. (To ensure your privacy, never share your username and password with anyone.)
5. Use the information from the Site only as the producer/broker of record for the employer group. The User may not reproduce or distribute the text or graphics to others, or substantially copy the information to his or her server, or link to the Site, without Minuteman Health’s prior written permission.
6. Keep confidential all information that he or she obtains from the Site, including, but not limited to, information about Minuteman Health’s business practices, providers, and rates of payment to providers.
7. Not use the Site for any fraudulent purpose or in a manner that would violate any state or federal law.
8. Not attempt to gain access to any other individual’s information, except as allowed by Minuteman Health.
9. Not hold Minuteman Health liable for any risk or damage, whether actual or threatened, due to the User’s use of the Site.
10. Notify Minuteman Health when the User’s e-mail address changes.
11. Notify Minuteman Health immediately if the User’s relationship (employment, status as producer/broker of record or otherwise) with his or her employer is terminated, or if the User’s job duties/responsibilities change such that the User will no longer require access to the Site.

- II. The User acknowledges that the Site contains Protected Health Information and Personal Information subject to both state and federal confidentiality laws. The User agrees to abide by the requirements of these state and federal laws when accessing, using or disclosing information obtained from the Site. The User shall access the Site only in his or her capacity

as an authorized representative of the employer group solely for the purposes of managing enrollment in the employer's health plan with Minuteman Health.

- III. The User acknowledges that the information obtained from the Site is and will continue to be the sole and exclusive property of Minuteman Health. The User further acknowledges that the Site, and the URL associated therewith, are and will continue to be the sole and exclusive property of Minuteman Health.
- IV. General Provisions.
  - a. Any third party content or information available on or through the Site is provided "as is" and its use is at User's sole risk.
  - b. This Agreement may not be assigned or otherwise transferred by the User without Minuteman Health's prior written consent.
  - c. This Agreement contains the entire Agreement between the parties with regard to the use of the Site. This Agreement supersedes all prior understandings between the parties, whether written or oral, with respect to the use of the Site.
  - d. If any term or provision of this Agreement is invalid, illegal or unenforceable, the remainder of this Agreement will not be affected.
- V. The User shall indemnify and hold Minuteman Health harmless for all risk of, or damage resulting from, the User's use of the Site. Minuteman Health does not make any warranties whatsoever, either express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, with regard to this service, or any information provided on the Site, and will not be liable for any cost or damage arising either directly or indirectly from the User's use of the Site. Under no circumstances and under no legal theory, tort, contract, or otherwise, will Minuteman Health be liable to the User or any other person for any indirect, special, incidental, or consequential damages or losses of any nature whatsoever with regard to the User's use of the Site.
- VI. Minuteman Health does not warrant the accuracy, completeness, timeliness, or usefulness of any information provided on the Site or that the Site will be free of errors or that its use will be uninterrupted.
- VII. This Agreement and related policies may be updated by Minuteman Health at any time without prior written notice. The User shall be responsible for reviewing this Agreement from time-to-time for updates.
- VIII. This Agreement is to be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
- IX. Minuteman Health may immediately terminate this Agreement and the User's rights to access the Site at any time, without cause, without notice, and without penalty.

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Employer Representative Signature

\_\_\_\_\_  
Producer/Broker Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date