

Optum Pay™ Enrollment Agreement Terms and Conditions

In addition to the agreements, conditions, covenants, certifications, documents, disclosures and notices you received and consented to in the Optum Pay Enrollment Agreement (“Enrollment Agreement”), and the Optum Financial, Inc., Internet Website Terms of Use (“Website Terms”), the following terms and conditions, as amended from time to time, shall supplement the Enrollment Agreement and Website Terms and shall collectively apply to and govern all use of Optum Financial, Inc.’s Optum Pay solution, and the use of any product or service provided in connection therewith (collectively the “Optum Pay Services”). **Please note that these terms and conditions require the use of arbitration to resolve disputes, rather than courts or jury trials, and limit the remedies available in the event of a dispute.** In these terms and conditions, the words “you” and “your” means the organization, entity or entities, and individuals identified on the Enrollment Agreement you submitted to us or that you subsequently identify as a primary or other user and the words “we,” “our,” “us” refers to Optum Financial, Inc., its affiliates, designees and other service providers (collectively, “Optum”). Your enrollment, registration, use or allowance of another person to use the Optum Financial, Inc., Internet Website or Optum Pay Services signifies your acceptance and consent to be legally bound by the Enrollment Agreement, the Website Terms, the terms and conditions of this document and any applicable agreement, condition, covenant, certification, document, disclosure and notice referenced herein or related thereto (collectively “Agreement”).

- 1. Subscriptions.** You can acquire Optum Pay Services for free (a “Free Subscription”) or for a charge. If your organization has elected to receive ACH payments from Payers (defined below), you may purchase access to certain payment features or services on a subscription basis (“Paid Subscription”). The Free Subscription and Paid Subscription will be collectively referred to herein as a “Subscription”. Upon election by you of a Paid Subscription such Paid Subscription shall remain in effect unless cancelled by you. To cancel a Paid Subscription: (i) log in to the Optum Pay Website using your username and password; and (ii) follow the instructions provided to cancel or modify your enrollment. **Any changes in your enrollment in an Optum Pay payment services plan may take up to seven (7) business days to process and you will be responsible for any charges to your Account(s) (defined below) until such changes are in effect as determined by Optum.** For each Paid Subscription, you authorize us to charge the account(s) listed on your Enrollment Agreement, or any other account otherwise provided to Optum for payment of the Paid Subscription, (the “Account” or “Accounts”), at a time and for the amounts described in the Paid Subscription. ACH charges to your Accounts will use Optum Pay as the ACH Company Name and 1243848776 as the ACH Company ID. If you have enrolled in a Paid Subscription and an ACH debit block filter has been placed on your Accounts, you will need to grant us authorization to originate charges by adding the ACH Company Name “**Optum Pay**” and the ACH Company ID “**1243848776**” to the ACH debit block white list maintained by each financial institution holding your Accounts. If we cannot charge your Account(s) for any reason (such as a debit block or insufficient funds), and you have not cancelled the Paid Subscription, you remain responsible for any uncollected amounts, including any applicable debit block or insufficient funds fees, and we will attempt to charge your Account(s) again. Optum reserves the right to make other payment methods available to you and to discontinue or limit the use of a payment method at any time and without notification. Use of another payment method, excluding ACH payments described in this section, may be subject to additional terms and conditions. Prices for Paid Subscriptions are assessed on a monthly basis and may change at any time. If required, we will notify you if the price of a Paid Subscription increases or if we seek your consent to continue. We reserve the right to cancel your Paid Subscription if we are unable to successfully charge your Account(s). You may be provided with a free trial of a Paid Subscription prior to charging your Account(s). If you decide to unsubscribe from a Paid Subscription before we start charging your Account(s), you must cancel the Paid Subscription before the free trial ends. Charges for Paid Subscriptions do not include any taxes or duties including but not limited to Federal, State, Municipal excise, sales, use and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by you. Any taxes or duties that are due and owing hereunder shall be paid by you. Optum may revise its charges or any invoice to include any and all taxes or duties that may become due hereunder and Optum may invoice you for said additional tax amounts.
- 2. Consent to Receive Electronic Payments and Electronic Only Payment Remittance Advice.** As applicable, you agree to receive Electronic Payments and Electronic Only Payment Remittance Advices from all Payers, as defined below, consistent with the features of the Optum Pay Services you acquired in the Subscription of your choice. You acknowledge that access to Electronic Payment Remittance Advices may be provided to you via a link to a Payer’s online portal, a feature of the Optum Pay Services you acquired in the Subscription of your choice, or via another means designated by a Payer.
- 3. ACH Payments.** This Agreement is subject to Article 4A of the Uniform Commercial Code (“UCC”). You hereby authorize us, acting directly or indirectly on behalf of or through, any third party administrator, health care coalition, health plan carrier, or other third party carrier or payer (each a “Third Party Payer”), or any individual consumer or other person (an “Individual Payer” and collectively “Payers”), to credit or debit your Account(s) in connection with processing transactions between you and any

Payers. You agree that we may rely upon all Account information and identifying numbers provided by you on the Enrollment Agreement to receive Optum Pay Services. We may rely on the routing and account numbers you provided even if they identify a financial institution, person or account other than the one named on the Enrollment Agreement. You agree to comply with all applicable federal and state laws, regulations, rules and guidelines related to electronic funds transfers, including without limitation, Article 4A of the UCC and the operating rules and regulations of the National Automated Clearinghouse Association. These rules provide, among other things, that payments made to you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the UCC. If we do not receive good funds in connection with any payment made to you, we are entitled to a refund from you in the amount credited to your Account and the Payer that originated or instructed such payment will not be considered to have paid the amount so credited. In the event that we need to debit or credit your Accounts to make adjustments, changes or corrections in accordance with the terms of this Agreement, we may do so immediately and without prior notification. Such adjustments, changes, or corrections may include, but are not limited to, reversing an improper credit to your Account, making adjustments for returned items, and correcting calculation and input errors. Our right to make adjustments shall include the right to offset amounts you owe us or a Payer against future amounts payable to you and shall not be subject to any limitations or time constraints, except as required by law.

4. **Bank Accounts.** You represent and warrant that (i) you are the owner of each of the Accounts, or have been delegated authority as an authorized user of the Accounts, or have authority to otherwise cause transactions on the Accounts and (ii) none of the Accounts is or will be used primarily for personal, family or household purposes. You authorize Optum to make credits and debits on your Account(s) in accordance with this Agreement and this authorization will remain in effect until we receive written notification from you of termination or change.
5. **Disclosures of Information to others.** We may disclose information to Payers and third parties about you and your Account(s) and transactions as follows: (i) pursuant to agreements with Payers and other third parties that utilize Optum Pay Services or assist us in the provision of Optum Pay Services; (ii) to verify the existence and condition of an Account; (iii) as otherwise necessary for us to provide Optum Pay Services, including but not limited to, accurately effectuating payments; (iv) as instructed by you; (v) in accordance with the Optum Financial, Inc. Website Privacy Policy; and (vi) as otherwise required in response to a court order, subpoena, search warrant, law or regulation.
6. **Virtual Payment Card; processing fees.** If you have elected to receive payments by prepaid virtual payment (“Virtual Card”), you agree: (i) that such election constitutes your consent for any Payers, including but not limited to, Third Party Payers and Individual Payers, to make payments to you by Virtual Card; (ii) that mailing of the Virtual Card constitutes payment for purposes of a Payer’s compliance with applicable law; (iii) to only process Virtual Card payments using your systems; and (iv) that use of the Virtual Card is subject to and you will comply with this Agreement and the Virtual Card terms and conditions that accompany the Virtual Card. You acknowledge that that by processing a Virtual Card payment, you are subject to the terms and conditions governing card processing between you and your card service processor and that you are responsible for any charges and related third party fees, including interchange, merchant discount, or other card processing fees that may be imposed as a result of processing a Virtual Card payment through a card processor.
7. **Security.** You are responsible under this Agreement for all use of the Optum Pay Services, including but not limited to, any authorization, direction, action or failure to act by your designated contacts or any individual or entity authorized by you to transact business or otherwise utilize Optum Pay Services, including to initiate payment of your Paid Subscription, on behalf of your organization (an “Authorized User”), even if you did not intend for such use to occur. It is your sole responsibility for determining who is an Authorized User, monitoring and auditing an Authorized User’s use of the Optum Pay Services, and for removing Authorized Users in a timely manner. You authorize us to provide all information to any Authorized User and to discuss the Optum Pay Services with them. Furthermore, you agree to notify each Authorized User, at the time he or she becomes an Authorized User, that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described herein. You shall notify us immediately in writing if any Authorized User is no longer authorized to transact business or make changes on behalf of you or your organization. You agree that: (i) we may process all instructions related to Optum Pay Services that are or appear to be submitted by an Authorized User and that such instructions are effective even if not authorized by you; (ii) you will maintain appropriate accounting and auditing procedures to protect your Account(s) and Optum Pay Services from misuse; and (iii) you will promptly review all electronic statements, notices and transaction information made available to you and you shall report all unauthorized transactions and errors to us immediately. You are responsible for maintaining the security of your Accounts and any information related to your Optum Pay Services, including the security of your computer equipment and Optum Pay account access passwords or credentials. We shall have no liability to you or any third-party in the event of a security incident, compromise or breach as a result of or arising from the actions or omissions caused directly, or indirectly, by You, your Authorized Users, your agents or employees.
8. **Cooperation.** If you report any unauthorized transaction on your Accounts or related to your Optum Pay Services, you agree to cooperate with us in the investigation of the claim. This may include preparing an affidavit containing whatever information we require concerning the Accounts or Optum Pay Services, the transaction, and the circumstances surrounding the loss.

9. **Payer payment priority; disenrollment.** If you have elected to receive payments by both ACH and by Virtual Card, the default payment method will be ACH, unless you change your preferences using our Internet website. At any time, you may disenroll from receiving electronic payments: (i) from a specific Third-Party Payer; or (ii) from one or more Individual Payers by providing us with written notice that includes information reasonably requested by us. Upon request, we will provide you with access to a form detailing the information we need from you to process your dis-enrollment. Dis-enrollment and changes to your payment method preferences will be effective thirty (30) days after receipt by us of such notice or request.
10. **Ownership.** Except as provided in this Agreement, we own all rights, title and interests in the Optum Pay Services, including but not limited to, any data and information arising from or in connection therewith ("Data"). You hereby acknowledge that you shall not acquire any ownership rights in the Optum Pay Services, including any Data by virtue of this Agreement. Subject to the terms and conditions set forth in this Agreement, we hereby grant to you a limited, non-exclusive, non-transferable license to access the Optum Pay Services, including any Subscription, and view Data through our Internet Website ("Website") while your Subscription remains active and in good standing.

The periods during which you can access Optum Pay Services and view certain Data will vary based on the rights available for such Data and the terms of your Subscription. Any unauthorized use or copy of any element of the Optum Pay Services, including the Data, underlying software, or any portion thereof will constitute a violation of our rights under this Agreement. We may, in our sole discretion, and at any time, with or without notice, suspend, disable or terminate your Subscription, and/or access to all or any part of the Optum Pay Services or any Data for any reason or no reason at all, without liability. If we disable your Subscription, you agree that you will not create another enrollment or otherwise try to access the Optum Pay Services without our permission. Violation of this Agreement in any manner automatically terminates the license granted to you herein and obligates you to cease all use of the Optum Pay Services.

You may not reverse engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, transfer, sell, license, create derivative works from or based upon, republish, edit, post, transmit, distribute, exploit or circumvent (or attempt, or encourage or assist any other person, to do any of the foregoing), in whole or in part, the Optum Pay Services or any Data.

11. **Warranties.** WE HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE OPTUM PAY SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.
12. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all losses, liabilities, costs, damages and expenses, including litigation expenses and reasonable attorneys' fees arising from or incurred as the result of: (i) your breach of this Agreement; (ii) your unauthorized or unlawful use of the Optum Pay Services; (iii) the unauthorized or unlawful use of the Optum Pay Services by an Authorized User; (iv) any inaccurate or incomplete data you provide or fail to provide to us; (v) your failure to timely update information; or (vi) the negligence or willful misconduct of you, your directors, officers, employees, designees, agents, affiliates and Authorized Users. You shall bear all risk of loss of records, data and materials during transit from you to us or to our agents or sub-contractors.
13. **Limitation of Liability.** Under no circumstances shall our financial responsibility for any act or failure to act by us under this Agreement exceed the fees or charges paid by you to us (excluding the portion of fees constituting pass through fees) for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall we, our parent, affiliates, subsidiaries, directors, officers, employees, agents or representatives be liable for special incidental or consequential damages or claims by you or any Payers or third party relative to the Optum Pay Services provided hereunder. We do not guarantee the payment or timing of payments. Payment is the responsibility of the particular Payer. We will not be liable if circumstances beyond our control prevent a payment, despite reasonable precautions we have taken. Such circumstances include but are not limited to, delays or losses of payments caused by telecommunications outages, actions of third parties and equipment failures. You agree that the foregoing limitation of liability is an agreed upon allocation of risk between you and us and reflects the fees, if any, we charge you to use the Optum Pay Services. You acknowledge that absent your agreement to this limitation of liability, we would not provide the Optum Pay Services to you.
14. **Electronic communications; notice.** You hereby consent to receive all communications, including statements and notifications related to payment electronically through our Internet website. Any written notice required or permitted to be given to you pursuant to this Agreement may be provided to you at the email address provided by you to us during the enrollment process. Any notice required or permitted to be given to us pursuant hereto shall be provided in writing to the following address: Optum Financial, Inc., P.O. Box 30777, Salt Lake City, UT 84130-0777. Written notices sent by mail shall be

delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed effective seventy-two (72) hours after the same is postmarked. Notice sent by any other method shall be effective only upon actual receipt.

15. **Amendments.** We may add, remove, change or otherwise modify any term of this Agreement at any time by providing you with notice. You agree that amendments may be provided in electronic form and will be sent to your primary user's email address. We may also modify, terminate or discontinue some or all of the Optum Pay Services at any time and will provide notice of such changes only as required by applicable law.
16. **Entire agreement.** This Agreement, including the Enrollment Agreement and Website Terms, which are incorporated herein as a part of this Agreement, constitutes the only and entire agreement between the parties hereto relating to the subject matter hereof and all prior negotiations, agreements and understandings relating to the subject matter hereof, whether oral or written, are superseded or canceled hereby.
17. **Governing law and venue.** The laws of the State of Minnesota shall govern this Agreement and all disputes arising hereunder or thereunder. You agree that jurisdiction and venue are proper in the State of Minnesota for the resolution of any dispute arising under this Agreement.
18. **Arbitration.** (i) As permitted by applicable law, any claim or controversy that is not resolved informally by the us shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association, except to the extent modified by the Enrollment Agreement and this Agreement. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under the Enrollment Agreement or this Agreement shall be conducted in Minneapolis, Minnesota. The arbitrator may construe or interpret, but shall not vary or ignore the terms of this Agreement, and shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because this Agreement, including the Enrollment Agreement and Website Terms affects interstate commerce, the Federal Arbitration Act applies; and (ii) No dispute resolution proceeding between you and Optum shall be permitted to be conducted in a class, representative, or private attorney general action, nor may any such proceeding be consolidated with any other dispute. Optum and you agree that any claims related to the validity of this class waiver shall only be resolved by a court of competent jurisdiction located in Minneapolis, Minnesota.
19. **Severability.** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.
20. **Miscellaneous.** The relationship between both parties under the Enrollment Agreement and this Agreement is that of independent contractor. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between the parties hereto. You shall not assign the Enrollment Agreement or this Agreement, directly or by operation of law, without our prior written consent. Any attempted assignment without such consent shall be void. No waiver or failure to exercise any option, right, or privilege under the Enrollment Agreement or this Agreement shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. You agree to cooperate fully with us in furnishing any information, documentation or performing any action requested by us. You shall furnish us, upon forty-eight (48) hours' notice, with true, accurate and complete copies of such records, documentation or any other information we or our authorized employees, representatives, agents and any regulatory agencies may request; provided, however, that you shall not be required to divulge any records to the extent prohibited by applicable law.