

Includes both policies: Terms & Conditions and Privacy Policy

TERMS AND CONDITIONS
Website Agreement & Authorization for Payments

The Graham Hospital Association (Health Payment) website (the "Service") is an online payment service provided by Graham Hospital Association and its Licensor (together referred to as "We", "Us", and "Our", in this document).

Please read this agreement carefully before accessing or using the Service. When you select "process payment" or by accessing or using the Service, you agree to be bound by the terms and conditions set forth below. If you do not accept the terms and conditions of this Agreement do not access or use the Service. We may modify this agreement from time to time and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

BILL PAYMENT SERVICES

By accessing the Service, you authorize us to process your payments according to your instructions. When we receive a payment authorization you authorize us to charge your transaction account and remit funds on your behalf so the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that we will complete most transactions within 24 hours of the date designated, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer.

We will use our best efforts to process all your payment authorizations promptly and properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction and would exceed the credit limit of your overdraft account.
2. You have not provided us with correct names or account information.
3. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing three exceptions to our performance obligations are applicable, we shall be responsible for properly directing the payment authorization.

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

SECURITY

You may not send any unlawful, fraudulent, libelous, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity including without limitation the US Export Control Laws and Regulations.

IN THE EVENT YOUR BANK RETURNS A TRANSACTION

In using the Service, you are requesting us to make and accept payments for you from your designated transaction account. If your financial institution or the holder of the account from which you have designated payment is unable to process a transaction (i.e. insufficient funds), the transaction may not be completed.

PAYMENT REFUNDS

Credit balances created by customer payments are regularly reviewed by Business Services Dept. to determine if a refund is due to a customer. If no other outstanding account balance is identified by Business Services personnel upon conducting full research of its accounting system, a refund check shall be issued to the customer in the amount of overpayment.

CHARGES

As a customer of the Service, you will not be charged by us for receiving a bill electronically or for payment authorizations that you choose to send electronically provided they are received and paid when sent. There may be a charge for additional transactions and other optional services or an additional charge if payment is sent but not collected because of insufficient funds.

EXCLUSION OF WARRANTIES

WE ARE PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES

OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WE DO NOT WARRANT THAT THE SERVICE IS ERROR FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF WE OR OUR LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON US, OUR LICENSORS OR SUPPLIERS, TOTAL LIABILITY TO YOU OR ANY OTHER THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE.

The foregoing exclusion of warranties and limitation of liability will not apply if your state jurisdiction does not permit the exclusion of these warranties.

ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement to any future directly or indirectly, affiliate entity. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Independent Contractors or other third parties.

GENERAL

This Agreement is governed and shall be construed in accordance with the laws of the State of Illinois, excluding its choice of law rules. This Agreement constitutes the entire Agreement and supersedes any prior agreements or understandings, oral or written between us and you concerning the Service and may only be amended in writing signed by both parties. Failure to delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of any existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect. For purposes of this Agreement, Illinois shall be the jurisdiction for enforcement and Fulton County shall be the venue.

PRIVACY POLICY

Graham Hospital Association is committed to maintaining the accuracy, confidentiality and security of your personally identifiable information (Personal Information). As part of this commitment, our Privacy Policy governs our actions as they relate to the collection, use and disclosure of Personal Information. Our Privacy Policy is based upon the values set by the Health Insurance Portability and Accountability Act (HIPAA), the Electronic Fund Transfer Regulations and other federal and state statutes. We know that people wish to keep their Personal Information confidential. Consequently, we are providing this Privacy Policy to you so that you can understand how we use the information you provide.

INTRODUCTION

We are responsible for maintaining and protecting the Personal Information under our control. We have designated an individual or individuals who is/are responsible for compliance with our Privacy Policy.

IDENTIFYING PURPOSE

We collect and use Personal Information to allow you to pay your bills here at Graham Hospital Association. All credit card data is transferred and stored by our "credit card transaction vendor". The purpose for which we collect Personal Information will be identified before or at the time we collect the information. In certain circumstances the purposes for which information is collected may be clear, and consent may be implied, such as where your name, address, and payment information is provided as part of your billing invoice.

CONSENT

Knowledge and consent is required for the collection, use, or disclosure of your Personal Information except where required or permitted by law. Providing us with your Personal Information is always your choice. However, your decision not to provide certain information may limit our ability to process your payment. We will not require you to consent to the collection, use, or disclosure of information as a condition to the supply of a service, except as required to be able to supply the service that you have requested.

LIMITING COLLECTION

The Personal Information collected will be limited to those details necessary for the purposes identified by us for your bill payment. With your consent, we may collect Personal Information from you in person, over the telephone, or by corresponding with you by mail, facsimile or the internet.

LIMITING USE, DISCLOSURE, AND RETENTION

Personal Information may only be used or disclosed for the purpose for which it was collected unless you have otherwise consented, or when it is required or permitted by law. Personal Information will only be retained for the period of time required to fulfill the purpose for which we collected it or as may be required by law. We will not share your Personal Information with any other party.

ACCURACY

Personal Information will be maintained in as accurate, complete, and up to date form as necessary to fulfill the purposes for which it is to be used.

SAFEGUARDING CUSTOMER INFORMATION

Personal Information will be protected by security safeguards that are appropriate to the sensitivity level of the information. We take all reasonable precautions to protect your Personal Information from any loss or unauthorized use, access, or disclosure. We will strictly comply with the rules and regulations of HIPAA.

OPENNESS

We will make information available to you about our policies and practices with respect to the management of your Personal Information. You may contact the billing department at Graham Hospital Association with any questions that you may have.

CUSTOMER ACCESS

Upon request, you will be informed of the existence, use, and disclosure of your Personal Information, and will be given access to it. You may verify the accuracy and completeness of your Personal Information, and may request that it be amended, if appropriate. However, in certain circumstances permitted by law, we will not disclose certain information to you. For example, we may not

disclose information related to you if other individuals are referenced or if there are legal, security or commercial restrictions.

HANDLING CUSTOMER COMPLAINTS AND SUGGESTIONS

You may direct any questions or inquiries with respect to our Privacy Policy or our practices by contacting Graham Hospital Association at their billing department.

PAYMENT INFORMATION

Our "credit card vendor" will send confirmation emails regarding payments once they are made. We use an encrypted transmission (SSL) for all transactions on our billing site. Following additional provisions apply:

- a) We use cookies for our internal use only. They are required to maintain session information. We do not share cookies with any outside agency. We do not place shared cookies or customer profiling banner ads on our pages.
- b) We do not retain credit card information unless you specifically tell us for your convenience, except that, we may retain credit card information for audit trails which are used to prove transactions. The audit trails have portions of the card number obliterated so the information is not useful by itself.
- c) We will comply with government guidelines or laws regarding protection of your privacy both now and in the future, in particular the laws related to HIPAA and the Electronic Fund Transfer Regulations.