

SUBSCRIBER ACCOUNT AGREEMENT:

BY CLICKING "ACCEPT" BELOW, YOU AGREEING TO:

- PROVIDE COMPLETE AND ACCURATE RESPONSES TO REQUESTS FOR INFORMATION DURING THE NATIONAL PRACTITIONER DATA BANK - HEALTHCARE AND INTEGRITY AND PROTECTION DATA BANK (NPDB-HIPDB) REGISTRATION PROCESS;
- KEEP YOUR PASSWORDS AND TOKENS (IF APPLICABLE) SECURE;
- NOT SHARE YOUR ACCOUNT WITH ANY OTHER INDIVIDUAL;
- USE YOUR NPDB-HIPDB ACCOUNT ONLY FOR AUTHORIZED PURPOSES;
- REVIEW THE ACCURACY OF ACCOUNT INFORMATION;
- REQUEST REVOCATION OF YOUR NPDB-HIPDB ACCOUNT IF YOU EVER SUSPECT THAT THE SECURITY OF YOUR ACCOUNT MAY HAVE BEEN COMPROMISED; AND
- PROMPTLY ADVISE THE NPDB-HIPDB OF ANY CHANGES IN YOUR REGISTRATION INFORMATION AND RESPOND TO NOTICES FROM NPDB-HIPDB, HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) OR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) CONCERNING YOUR ACCOUNT.

COMPLETE TERMS OF NPDB-HIPDB ACCOUNT AGREEMENT:

IMPORTANT NOTICE: This NPDB-HIPDB Account Agreement establishes the terms by which "You," the Subscriber are entitled to receive and hold the NPDB-HIPDB Account ("Account"). "Your Organization" shall mean the organization You identified on Your registration for the NPDB-HIPDB Account. One purpose of the account is to identify You as being employed, associated or affiliated with Your Organization.

1. Allowed Uses of NPDB-HIPDB Account and Account Lifetime.

NPDB-HIPDB will issue an account to access the NPDB-HIPDB system to You for use in accordance with the terms of this Agreement. As the Subscriber of this account, You must respond in a timely manner to NPDB-HIPDB related notices issued by NPDB-HIPDB, HRSA or HHS. You may use your account only for authorized purposes (to authenticate yourself and Your Organization to NPDB-HIPDB system to conduct business-related activities electronically). Such purposes are for official NPDB-HIPDB and "Your Organization" business. The accounts may not be used for purposes of fraud, any other illegal scheme, or any unauthorized purpose. The term of this Agreement shall be contemporaneous with the NPDB-HIPDB Account's validity and shall terminate six years from the date You registered, unless Your account or "Your Organization's" account is revoked prior to such time. Thirty days prior to expiration of "Your" registration, You and the registered Data Bank Administrator of the "Your Organization" will be provided with the notice of renewal.

2. Verification of You and Your Organization's Identity. You agree to allow NPDB-HIPDB to verify Your identity and organizational affiliation by any reasonable means. NPDB-HIPDB may query its databases and other sources to verify the information You and Your Organization provide to determine

whether to issue the NPDB-HIPDB account to You. Your Organization's human resources department may also be contacted to verify affiliation or employment. You also authorize the storage and maintenance of any information generated during the registration, identification and authentication, and the account issuance processes. NPDB-HIPDB, in their sole discretion and without incurring liability for any loss arising out of such denial or refusal, may deny a registration for, or otherwise refuse to approve the issuance of, the NPDB-HIPDB account.

3. PRIVACY ACT AND PAPERWORK REDUCTION ACT NOTICE AND DISCLOSURE.

In accordance with the Privacy Act of 1974 and the Paperwork Reduction Act of 1980, the following notice explains how the information that You submit in order to obtain a NPDB-HIPDB account is used and maintained:

http://www.npdb-hipdb.hrsa.gov/pubs/Privacy_Policy.pdf

4. NPDB-HIPDB Obligations. NPDB-HIPDB, HRSA and HHS agree that they will verify the information provided by You and accurately transcribe it into the NPDB-HIPDB account.

5. Your Obligations

5.1. Submit Correct Information. You represent and warrant to NPDB-HIPDB, HRSA and HHS that all of the information You submit during the registration process will be accurate, current and complete. You further agree that for purposes of NPDB-HIPDB account validity, You will immediately inform NPDB-HIPDB if any of your registration information changes (e.g., You have a change of employment, change of e-mail address or a change in your legal name). You also represent and warrant that You are authorized to receive NPDB-HIPDB account in the name of the Organization that You have designated as part of your registration.

5.2. Review Your Account; Account Acceptance. The NPDB-HIPDB account issued to You for use on behalf of Your Organization will be based on information provided by You and Your Organization. During the account issuance process You are provided with the opportunity to review such information. At all times, You agree to review and verify the accuracy of the information contained in your account. You acknowledge that using the NPDB-HIPDB account constitutes your acceptance of that account. If You fail to notify NPDB-HIPDB of any errors, defects, or problems with your account within 24 hours after accessing it, it will be considered to have been accepted by You. By accepting the NPDB-HIPDB account, You further represent and warrant that the information in your account (i.e., Name, Organizational Affiliation, etc.) is accurate, current and correct. Upon acceptance, and at any time thereafter when You use your NPDB-HIPDB account, You and Your Organization acknowledge and assent to the responsibilities identified herein (including those identified in the NPDB-HIPDB policies).

5.3. Protect Your NPDB-HIPDB Account. By requesting a NPDB-HIPDB account, You acknowledge and agree that You are responsible for protecting and maintaining sole possession and control of the account. In addition, You

represent and warrant to NPDB-HIPDB that, in regard to such account, You have kept and will keep your passwords private and that You will safeguard and maintain your account (and any user IDs, passphrases, shared secrets, etc.) in strict secrecy and take reasonable security measures to prevent unauthorized access or use of your account and the computer system or media on which your account information is stored.

IF YOU OR YOUR ORGANIZATION EVER SUSPECT OR DISCOVER THAT THE SECURITY OF EITHER OF YOUR ACCOUNT HAS BEEN OR IS IN DANGER OF BEING COMPROMISED IN ANY WAY, YOU OR YOUR ORGANIZATION MUST IMMEDIATELY NOTIFY THE NPDB-HIPDB AND REQUEST REVOCATION OF YOUR ACCOUNT. YOU MUST THEN IMMEDIATELY CEASE USING YOUR ACCOUNT.

You can initiate a revocation request online at the NPDB-HIPDB site or You can call the NPDB-HIPDB Customer Service Center at 1-800-767-6732.

5.5. Situations Requiring Revocation of Your Account. You must revoke your account if You discover or suspect that your account have been or are in danger of being compromised or subjected to unauthorized use in any way, or if any information affecting the reliability of your account changes or is no longer true (e.g., Your name changes, You are no longer employed, associated or affiliated with Your Organization, etc.). You or Your Organization may also revoke your account at any time for any other reason. NPDB-HIPDB may also revoke your account without advance notice if it, in its sole discretion, determines that: (a) the account was not properly issued or was obtained by fraud; (b) the security of the account has or may have been lost or otherwise compromised; (c) the account has become unreliable; (d) information in the account has changed or become untrue (e.g., You are no longer affiliated with Your Organization); (e) You or Your Organization have violated any applicable agreement or obligation; (f) You or Your Organization requests revocation; (g) a governmental authority has lawfully ordered NPDB-HIPDB to revoke your account; (h) this Agreement terminates; or (j) there are any other grounds for revocation. Your right to use your account ceases immediately upon revocation of your account.

6. Interpretation. NPDB-HIPDB accounts are issued to Subscribers to further the mission and operations of NPDB-HIPDB, HRSA and HHS and liability claims shall be subject to the terms of the Federal Tort Claims Act as interpreted by the HHS Office of General Counsel. This Agreement shall be governed by, interpreted and construed under the laws of the United States. If any provision of this Agreement is found to be invalid or unenforceable, then such document shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent or, if that is not possible, by striking the provision and enforcing the remainder of this Agreement.

7. Dispute Resolution. In the event of any dispute or disagreement arising out of or relating to this agreement, the disputing parties shall use their best efforts to settle the dispute or disagreement through negotiations in good faith following notice from one disputing party to the other(s). If the disputing parties cannot reach a mutually agreeable resolution of the

dispute or disagreement within sixty (60) days following the date of such notice, then the disputing parties may present the dispute to the NPDB-HIPDB Registration Practices Management body. In the event that the NPDB-HIPDB Registration Practices Management body is unable to resolve the dispute, the parties may bring the matter to the HHS Office of General Counsel for resolution.

8. RISK OF LOSS. You agree that you assume the risk of any use of your account in violation of this Agreement.

9. DISCLAIMER OF WARRANTIES. The NPDB-HIPDB disclaims any and all warranties of any type, whether express or implied, that are not specifically provided herein, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, title and noninfringement with regard to NPDB-HIPDB services or any NPDB-HIPDB account issued hereunder.

10. LIMITATIONS ON NPDB-HIPDB'S LIABILITY. The NPDB-HIPDB shall have no liability for loss due to use of your account, unless the loss is proven to be a proximate result of the negligence, fraud or willful misconduct of the NPDB-HIPDB.

In no event shall the NPDB-HIPDB be liable for any consequential, indirect, remote, exemplary, punitive, special, or incidental damages, or damages for business interruption, loss of profits, revenues or savings, regardless of the form of action and regardless of whether the NPDB-HIPDB was advised of the possibility of such damages.

The NPDB-HIPDB shall incur no liability if the NPDB-HIPDB is prevented, forbidden or delayed from performing, or omits to perform, any act or requirement by reason of any provision of any applicable law, regulation or order, the failure of any electrical, communication or other system operated by any party other than the NPDB-HIPDB or any act of God, emergency condition or war or other circumstance beyond the control of the NPDB-HIPDB.