

DATE OF LAST MODIFICATION: October 29, 2019

NOTICE

THE CARILION BILL PAY 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 CARILION BILL PAY 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 CARILION CLINIC FOR THE CARILION BILL PAY GUEST PAY SERVICE.

This is a contract between you and Carilion Clinic ("Carilion") that governs your use of the Carilion Bill Pay Guest Pay service and Carilion's provision of services to you through Carilion Bill Pay Guest Pay (collectively "Carilion Bill Pay 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 Carilion Bill Pay 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. Carilion may modify the terms of the Agreement from time to time by posting the modified Agreement to Carilion Bill Pay Guest Pay. The modified Agreement becomes effective immediately when it is posted on Carilion Bill Pay Guest Pay. By continuing to use Carilion Bill Pay Guest Pay after Carilion posts a modified Agreement, you agree to be bound by the modified Agreement.

2. CARILION BILL PAY GUEST PAY ALLOWS YOU TO MANAGE AND PAY YOUR CARILION CHARGES ONLINE.

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

3. CARILION USES A CONTRACTOR TO PROVIDE THE SERVICE TO YOU.

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

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

You are solely responsible for keeping your Carilion Bill Pay account information secure and strictly confidential.

5. CARILION BILL PAY GUEST PAY IS AN OPTIONAL SERVICE

Carilion Bill Pay provides the Carilion Bill Pay Guest Pay Service to you as an optional digital payment service.

6. CARILION MAY SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE.

Carilion may suspend or terminate your access to Carilion Bill Pay Guest Pay at any time for any or no reason. Neither Carilion, nor the Contractor, are liable to you with respect to any termination or suspension. Carilion 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. Carilion Bill Pay 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 Carilion Bill Pay 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 Carilion's billing system of record and your financial institution.

8. YOU MUST TAKE ACTION ON YOUR CHARGES OR YOUR CARILION BILL PAY ACCOUNT MAY GO PAST DUE

If you do not pay your Carilion charges in full over the allotted time period indicated on your billing statement, charges may be deemed past due.

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

Carilion Bill Pay 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 CARILION BILL PAY GUEST PAY ONLY FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH THIS AGREEMENT.

You must not access or use Carilion Bill Pay 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 Carilion Bill Pay 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 Carilion Bill Pay Guest Pay or its content, compromise security, or inhibit another person from using it;
- o to gain, or attempt to gain, unauthorized access to Carilion Bill Pay Guest Pay or another person's Carilion Bill Pay 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 CARILION BILL PAY GUEST PAY.

Carilion Bill Pay 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 Carilion Bill Pay Guest Pay, you represent to Carilion 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. CARILION 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](#). Carilion Bill Pay 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 Carilion 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 CARILION BILL PAY GUEST PAY DOES NOT CHANGE CARILION'S CALLING OR CREDIT REPORTING PRACTICES.

Upon you using Carilion Bill Pay Guest Pay, you consent to Carilion contacting you through a variety of means to include any phone numbers, mailing address, or email address associated with your Carilion Bill Pay account or provided in the Service. You agree that Carilion 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 communications at any time by calling (866)-720-3742 and request to opt out of future communications.

Further, Carilion maintains its ability to perform credit bureau inquiries to review or collect upon your Carilion Bill Pay account.

14. CARILION GRANTS YOU A LIMITED RIGHT TO USE CARILION BILL PAY GUEST PAY.

Carilion Bill Pay Guest Pay is the property of Carilion 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, Carilion grants you a limited, revocable, non-transferable, and non-exclusive license to access and use Carilion Bill Pay Guest Pay solely for your personal, non-commercial purposes.

Carilion 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 Carilion or its licensors. Any copy made of content obtained through the Service must include all applicable copyright notices.

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

Your license to use Carilion Bill Pay 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 Carilion Bill Pay Guest Pay (or any software or content available on or through Carilion Bill Pay 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 Carilion Bill Pay Guest Pay to any third party or use Carilion Bill Pay Guest Pay to provide service bureau, time sharing, or other services to third parties.

15. CARILION DOES NOT PROVIDE ANY WARRANTY FOR CARILION BILL PAY GUEST PAY.

CARILION PROVIDES CARILION BILL PAY 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, CARILION AND ITS LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING CARILION BILL PAY 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, CARILION AND ITS LICENSORS DO NOT WARRANT THAT ACCESS TO CARILION BILL PAY GUEST PAY WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE FREE OF MALWARE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES CARILION OR ITS LICENSORS MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS,

PERFORMANCE, SECURITY, LEGALITY, OR SUITABILITY OF CARILION BILL PAY GUEST PAY OR ANY OF ITS CONTENT. YOU EXPRESSLY AGREE THAT YOUR ACCESS TO, USE OF, AND RELIANCE UPON CARILION BILL PAY GUEST PAY IS AT YOUR SOLE RISK. CARILION IS NOT LIABLE TO YOU FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON CARILION BILL PAY GUEST PAY.

16. NEITHER CARILION NOR ITS CONTRACTOR HAS LIABILITY TO YOU FOR CARILION BILL PAY GUEST PAY.

IF YOU EXPERIENCE ANY PROBLEM RELATED TO CARILION BILL PAY GUEST PAY, YOU AGREE THAT YOUR SOLE REMEDY IS TO STOP USING IT. CARILION, ITS CONTRACTORS AND ITS LICENSORS ARE NOT LIABLE TO YOU (OR ANYONE ACCESSING THE SERVICE USING YOUR CARILION BILL PAY ACCOUNT INFORMATION) FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES THAT YOU SUFFER OR INCUR IN CONNECTION WITH USING CARILION BILL PAY GUEST PAY. CARILION, ITS CONTRACTORS AND ITS LICENSORS ARE NOT LIABLE TO YOU (OR ANYONE ACCESSING THE SERVICE USING YOUR CARILION BILL PAY 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 CARILION BILL PAY GUEST PAY, EVEN IF CARILION, ITS CONTRACTOR OR ITS LICENSOR WAS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

YOU AGREE TO INDEMNIFY CARILION, 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 CARILION BILL PAY 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, Carilion Bill Pay 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. Carilion 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. Carilion 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 Carilion Bill Pay Guest Pay.

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

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

19. YOU LICENSE CARILION TO USE ANY FEEDBACK YOU PROVIDE CONCERNING CARILION BILL PAY GUEST PAY.

If you submit ideas or suggestions for Carilion Bill Pay Guest Pay to Carilion or Carilion's Contractor ("Feedback"), you grant Carilion and Carilion'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 CARILION BILL PAY BY MAIL, EMAIL, OR PHONE.

You may contact Carilion Bill Pay as follows:

Carilion Billing Customer Services
Carilion Clinic, P.O. Box 13966, Roanoke, VA 24018
866-720-3742

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

The Agreement is the sole agreement between you and Carilion relating to Carilion's provision of Carilion Bill Pay Guest Pay to you and your use of Carilion Bill Pay Guest Pay. Neither you, Carilion, 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 Carilion, its contractors nor its licensors are 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 Carilion 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 Carilion's successors and assigns. The Agreement may not be modified except in writing signed by the parties or as expressly permitted above.

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