

Intermountain Bill Pay Terms of Use

NOTICE

THE INTERMOUNTAIN BILL 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 INTERMOUNTAIN BILL 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 INTERMOUNTAIN HEALTHCARE FOR THE INTERMOUNTAIN BILL PAY SERVICE.

This is a contract between you and IHC Health Services, Inc. ("Intermountain Healthcare") that governs your use of the Intermountain Bill Pay service and Intermountain Healthcare's provision of services to you through Intermountain Bill Pay (collectively "Intermountain Bill 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, creating an Intermountain Bill Pay account, or using Intermountain Bill 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. Intermountain Healthcare may modify the terms of the Agreement from time to time by posting the modified Agreement to Intermountain Bill Pay. The modified Agreement becomes effective immediately when it is posted on Intermountain Bill Pay. By continuing to use Intermountain Bill Pay after Intermountain Healthcare posts a modified Agreement, you agree to be bound by the modified Agreement.

2. INTERMOUNTAIN BILL PAY ALLOWS YOU TO MANAGE AND PAY YOUR INTERMOUNTAIN HEALTHCARE CHARGES ONLINE.

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

3. INTERMOUNTAIN HEALTHCARE USES A CONTRACTOR TO PROVIDE THE SERVICE TO YOU.

Intermountain Healthcare has contracted with R1, LLC (the "Contractor") to provide Intermountain Bill Pay to you under the terms of this Agreement. But, your contract and legal relationship with respect to Intermountain Bill Pay, and with respect to your Intermountain Healthcare accounts, is with Intermountain Healthcare. Intermountain Healthcare is responsible for ensuring that the Contractor complies with the terms of the Agreement that apply to Intermountain Healthcare.

4. YOU MUST REGISTER AND CREATE AN ACCOUNT TO USE INTERMOUNTAIN BILL PAY.

You are required to register and create an individual user account (an "Intermountain Bill Pay Account") with a unique username and password in order to use Intermountain Bill Pay. Intermountain Healthcare may decline your registration for any or no reason. You may not create more than one Intermountain Bill Pay Account or create an Intermountain Bill Pay Account for anyone other than yourself. You must provide accurate, current, and complete information about yourself. If you provide information that Intermountain Healthcare reasonably suspects or finds is not accurate, current, or complete, Intermountain Healthcare may suspend or terminate your Intermountain Bill Pay Account and prevent you from accessing or using Intermountain Bill Pay. Additionally, your submission of inaccurate, not current, or incomplete information may prevent Intermountain Healthcare from sending important notices to you.

5. YOU ARE RESPONSIBLE FOR USE OF THE SERVICE THROUGH YOUR INTERMOUNTAIN BILL PAY ACCOUNT.

You may access Intermountain Bill Pay using your username and password. You are solely responsible for keeping your username and password secure and strictly confidential.

6. YOU CONSENT TO RECEIVE STATEMENTS, INFORMATION, AND COMMUNICATIONS ELECTRONICALLY

You consent to receive statements, agreements, notices, disclosures, information, and communications from Intermountain Healthcare concerning your financial obligations to Intermountain Healthcare, your Finance Plans, and your payments to Intermountain Healthcare in electronic form, including through Intermountain Bill Pay and by email. You agree that by providing those items to you in electronic form, Intermountain Healthcare satisfies any legal requirement that they be in writing.

You agree that Intermountain Healthcare may provide any notice to you relating to the Service or the Agreement (a) by e-mail to the address that you provided while creating your Intermountain Bill Pay Account, or (b) by posting the notice on the Service. The delivery of any notice to you from Intermountain Healthcare is effective when it is sent or posted, regardless of whether you actually receive or read it, in accordance with applicable law.

7. INTERMOUNTAIN BILL PAY IS AN OPTIONAL SERVICE

Intermountain Healthcare provides the Intermountain Bill Pay Service to you as an optional alternative to paper-based, non-digital billing processes. Some of the billing-related features and offers made through Intermountain Bill Pay may only be available to you if you have an Intermountain Bill Pay account.

8. YOU MAY TERMINATE YOUR INTERMOUNTAIN BILL PAY ACCOUNT AT ANY TIME.

If you terminate your account, you will still be required to pay all amounts you owe Intermountain Healthcare for any healthcare or other services provided to you or anyone for whom you have financial responsibility prior to termination. Any health care services provided by Intermountain Healthcare after the termination date will not appear in your Intermountain Bill Pay Account, and you must pay them under Intermountain Healthcare's standard billing and collection policies and procedures. If you terminate your Intermountain Bill Pay Account, you may not be eligible to re-register for or otherwise use Intermountain Bill Pay until after 1 year from the date of termination.

9. INTERMOUNTAIN HEALTHCARE MAY SUSPEND OR TERMINATE YOUR ACCOUNT.

Intermountain Healthcare may suspend or terminate your Intermountain Bill Pay Account or your access to Intermountain Bill Pay at any time for any or no reason. Neither Intermountain Healthcare, nor the Contractor, are liable to you with respect to any termination or suspension. Intermountain Healthcare 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.

10. SOME CHARGES MAY NOT APPEAR IN INTERMOUNTAIN BILL PAY.

While Intermountain Healthcare aims to present all charges you owe for health care services provided to you by Intermountain Healthcare in your Intermountain Bill Pay Account, some health care charges may not be available in this electronic medium. In those cases, Intermountain Healthcare will send you paper statements to the last physical address it has on file for you, and you must manage and pay those charges separately from Intermountain Bill Pay.

11. INTERMOUNTAIN BILL PAY PROVIDES YOU MONTHLY DIGITAL STATEMENTS REFLECTING YOUR HEALTH CARE CHARGES.

Intermountain Bill Pay will provide an electronic statement once per month reflecting the balance owed by you as of the statement date for health care services provided by Intermountain Healthcare. This statement is referred to as the Billing Statement. The Billing Statement balance will exclude any balances which you've arranged on Finance Plans and any balances that are currently in suspended status. You will receive a separate monthly statement for any active Finance Plan.

12. YOU CAN MAKE A PAYMENT THROUGH INTERMOUNTAIN BILL PAY AT ANY TIME.

Intermountain Bill Pay allows you to make a payment at any time after the charges post to your Bill Pay account, either immediately or by scheduling your payment in the future. Intermountain Bill Pay may present you options for making a payment, including the possible financing of amounts due (each, a "Finance Plan"). For payments other than Finance Plan payments, for which you will have contractual repayment terms, you may subsequently edit or cancel your payment before it is made.

You may make immediate payments or schedule future payments. Immediate payments will be credited to your Intermountain Bill Pay account upon successful transaction completion. Scheduled payments, including all Finance Plan payments, are credited to your account on the business day they are scheduled, provided Intermountain Healthcare receives your payment before 11:00 p.m. CST. All payments received after 11:00 p.m. CST will be credited no later than the next business day.

Payments will be applied to charges with balances based on Intermountain Healthcare criteria. If you select specific charges to be paid, Intermountain Bill Pay will attempt to apply your payment to those charges, but in some cases the payment may be applied to different charges.

It may take several days for your payments to appear in Intermountain Healthcare's billing system of record and your financial institution.

13. YOU CAN ESTABLISH A FINANCE PLAN FOR INTERMOUNTAIN HEALTHCARE CHARGES THROUGH INTERMOUNTAIN BILL PAY.

You can choose to pay your health care charges over time by establishing a Finance Plan online through Intermountain Bill Pay. You may have the option to arrange an additional Finance Plan or combine your health care charges onto an existing Finance Plan. Intermountain Healthcare sets the parameters for Finance Plans, including minimum monthly payment amounts, interest rates and other loan terms.

Before creating a Finance Plan, you will be required to agree to enter into a Retail Installment Contract that will disclose terms related to your Finance Plan and will be stored on file once you agree to it.

14. ELECTRONIC PAYMENT METHODS

Upon scheduling a payment or creating a Finance Plan, you are required to have a payment card ("Payment Card") on file with Intermountain Healthcare that will be used to make your scheduled or required monthly payments. The Payment Card may either be a credit card or a debit card accessing a consumer deposit account, prepaid account, Health Savings Account, or Flexible Spending Account. Intermountain Healthcare may also allow you to store an Automated Clearing House account (ACH), in lieu or in addition to your Payment Card, as a means to pay your Intermountain Bill Pay charges and Finance Plans.

Scheduled payments: by selecting a Payment Card to put on file with us, you authorize us to automatically charge your Payment Card for the scheduled payment. If you are provided an option to pay via ACH, you will be required to authorize recurring ACH payments via a voluntary ACH Authorization. You may revoke any authorization by calling Intermountain Healthcare at **(801) 906-2800 or (866) 415-6556** or by logging into your Intermountain Bill Pay account and authorizing Intermountain Healthcare either to cancel the scheduled payment or to automatically charge a different Payment Card you provide to make your scheduled payment. If you cancel your scheduled payment, you will still be required to pay all amounts you owe Intermountain Healthcare, and those amounts may be due and payable immediately dependent on any new or prior missed payments. .

Finance plans: further requirements and disclosures regarding electronic payment methods are provided to you separately for each Finance Plan you create in your Retail Installment Contract.

15. YOU MUST TAKE ACTION ON YOUR CHARGES OR YOUR ACCOUNT MAY GO PAST DUE

If you do not pay the charges in full, or if you fail to make a payment due under a Finance Plan, then those charges may be deemed past due. Intermountain Bill Pay will send you an electronic notification when you have past due charges.

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

Intermountain Healthcare 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. Intermountain Bill Pay will send you an electronic notification before your charges are forwarded to collections. Finance Plan defaults are separately defined in your Retail Installment Contract.

17. YOU MAY CONSOLIDATE YOUR INTERMOUNTAIN BILL PAY ACCOUNT WITH ANOTHER USER'S INTERMOUNTAIN BILL PAY ACCOUNT.

You may request to manage another Intermountain Bill Pay user's account or request that another Intermountain Bill Pay user manage your account. Both the managing user and managed user must accept the terms and conditions for consolidated accounts, which are provided in the Intermountain Bill Pay application, before accounts can be consolidated. Further, managed users must expressly authorize the disclosure of their protected health information (PHI) to managing users before accounts can be consolidated. Once accounts are consolidated, either user may cancel the consolidation at any time without the other user's consent. Both the managing user and managed user will remain financially responsible for paying the bills associated with a managed user's account.

18. YOU MAY USE INTERMOUNTAIN BILL PAY ONLY FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH THIS AGREEMENT.

You must not access or use Intermountain Bill 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 Intermountain Bill Pay:

- 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;
- to upload or transmit viruses, worms or other malicious code;
- in any manner that could damage or impair Intermountain Bill Pay or its content, compromise security, or inhibit another person from using it;
- to gain, or attempt to gain, unauthorized access to Intermountain Bill Pay or another person's Intermountain Bill Pay Account through any means, including hacking or impersonating any other person or entity, whether actual or fictitious; or
- by any automated means, such as, but not limited to, a robot, scraper, spider, or harvesting "bot."

19. YOU MUST BE AT LEAST 18 YEARS OLD TO USE INTERMOUNTAIN BILL PAY.

Intermountain Bill 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 Intermountain Bill Pay, you represent to Intermountain Healthcare 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.

20. INTERMOUNTAIN HEALTHCARE 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](#). Intermountain Bill 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 Intermountain Healthcare cannot guarantee security. There are security, transmission, and other risks inherently associated with using the Internet, and you expressly assume those risks.

21. YOUR USE OF INTERMOUNTAIN BILL PAY DOES NOT CHANGE INTERMOUNTAIN HEALTHCARE'S CALLING OR CREDIT REPORTING PRACTICES.

Upon you registering for an Intermountain Bill Pay account, you consent to Intermountain Healthcare contacting you through a variety of means to include any phone numbers, mailing address, or email address associated with your account or provided in the Service. You agree that Intermountain Healthcare 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 (801) 906-2800 or toll free (866) 415-6556 and request to opt out of future communications.

Further, Intermountain Healthcare maintains its ability to perform credit bureau inquiries to review or collect upon your Intermountain Bill Pay Account.

22. INTERMOUNTAIN HEALTHCARE GRANTS YOU A LIMITED RIGHT TO USE INTERMOUNTAIN BILL PAY.

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

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

Intermountain Healthcare's trademarks and service marks include Intermountain, Intermountain Healthcare, IHC Health Services, Inc., Intermountain Bill Pay, and SelectHealth. All other brands and names referenced on Intermountain Bill Pay are the property of their respective owners. Nothing contained in Intermountain Bill Pay grants any license or right to use any trademark or service mark displayed on Intermountain Bill Pay without the express written permission of Intermountain Healthcare or other owner of the trademark or service mark.

Your license to use Intermountain Bill 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 Intermountain Bill Pay (or any software or content available on or through Intermountain Bill Pay) or allow a third party to do any of those things; or (b) transfer, distribute, sell, lease, rent, disclose, or provide access to Intermountain Bill Pay to any third party or use Intermountain Bill Pay to provide service bureau, time sharing, or other services to third parties.

23. INTERMOUNTAIN HEALTHCARE DOES NOT PROVIDE ANY WARRANTY FOR INTERMOUNTAIN BILL PAY.

INTERMOUNTAIN HEALTHCARE PROVIDES INTERMOUNTAIN BILL 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, INTERMOUNTAIN HEALTHCARE AND ITS LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING INTERMOUNTAIN BILL 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, INTERMOUNTAIN HEALTHCARE AND ITS LICENSORS DO NOT WARRANT THAT ACCESS TO INTERMOUNTAIN BILL PAY WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE FREE OF MALWARE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES INTERMOUNTAIN HEALTHCARE OR ITS LICENSORS MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY, OR SUITABILITY OF INTERMOUNTAIN BILL PAY OR ANY OF ITS CONTENT. YOU EXPRESSLY AGREE THAT YOUR ACCESS TO, USE OF, AND RELIANCE UPON INTERMOUNTAIN BILL PAY IS AT YOUR SOLE RISK. INTERMOUNTAIN HEALTHCARE IS NOT LIABLE TO YOU FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON INTERMOUNTAIN BILL PAY.

24. NEITHER INTERMOUNTAIN HEALTHCARE NOR ITS CONTRACTOR HAS LIABILITY TO YOU FOR INTERMOUNTAIN BILL PAY.

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

YOU AGREE TO INDEMNIFY INTERMOUNTAIN HEALTHCARE, 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 INTERMOUNTAIN BILL PAY OR YOUR BREACH OF THIS AGREEMENT, OR BOTH.

25. THIRD PARTY SERVICES ARE PROVIDED UNDER SEPARATE LEGAL TERMS.

As a convenience to you, Intermountain Bill 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. Intermountain Healthcare and its Contractor, R1 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. Intermountain Healthcare and R1 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 Intermountain Bill Pay.

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

The laws of Utah govern the Agreement and your use of Intermountain Bill Pay. Any disputes arising between you and Intermountain Healthcare or any of its contractors related to your use of Intermountain Bill Pay shall be brought individual in small claims court in the state of Utah, 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 Intermountain Healthcare or any of its contractors arising from or related to your use of Visit Pay, or any Finance Plan. Disputes related in any way to any Finance Plan are governed by the terms of the Finance Plan between

you and Intermountain Healthcare.

27. YOU LICENSE INTERMOUNTAIN HEALTHCARE TO USE ANY FEEDBACK YOU PROVIDE CONCERNING INTERMOUNTAIN BILL PAY.

If you submit ideas or suggestions for Intermountain Bill Pay to Intermountain Healthcare or Intermountain Healthcare's Contractor ("Feedback"), you grant Intermountain Healthcare and Intermountain Healthcare'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.

28. YOU MAY CONTACT INTERMOUNTAIN HEALTHCARE BY MAIL, EMAIL, OR PHONE.

You may contact Intermountain Healthcare through your Intermountain Bill Pay account, or as follows:

Patient Financial Services
PO Box 30191
Salt Lake City, UT 84130-0191
or
PFS@r1rcm.com
or
(866) 415-6556

29. ADDITIONAL MISCELLANEOUS TERMS APPLY TO YOUR USE OF INTERMOUNTAIN BILL PAY.

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

DATE OF LAST MODIFICATION: November 16, 2022