



AllyConnectApp Terms of Service

SCOPE

By accessing or using AllyAlign Health, Inc. (“AAH”) Interoperability APIs and other developer services (collectively, the “AllyConnectApp”), you are agreeing to the terms below, as well as any relevant sections of the [AAH Notice of Privacy](#) (collectively, the “Terms”).

DATA RIGHTS AND USAGE

Accounts/Registration

If you are using AllyConnectApp on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity. All references to “you” in the Terms refer to you and that entity.

In order to access AllyConnectApp you will be required to provide certain information (such as identification or contact details) as part of the registration process for AllyConnectApp, or as part of your continued use of AllyConnectApp. Any registration information given must be accurate and up to date and you must inform AAH promptly of any updates so that you can be informed of any changes to AllyConnectApp or the Terms, which may impact your usage of AllyConnectApp.

Developer credentials (such as passwords, keys, tokens, and client IDs) issued to you - are intended to be used only by you and to identify any software which you are using with AllyConnectApp. You agree to keep your developer credentials confidential and make reasonable efforts to prevent and discourage other persons or entities from accessing or using your developer credentials. Developer credentials may not be embedded in open source projects.

You may only access (or attempt to access) AllyConnectApp by the means described in the documentation of those APIs. If you are assigned developer credentials, you must use them with the applicable APIs. Your developer credentials may be revoked for inappropriate use as determined by AAH.



If you are granted production application credentials for AllyConnectApp, you may only use those credentials with the application that passed the production access review process. Your production application credentials may be revoked if you use or attempt to use them with another application or product that has not been reviewed and approved by AAH.

Activities and Purposes

You may use AllyConnectApp to develop a service to search, display, analyze, retrieve, view and otherwise obtain certain information or data about beneficiaries from AAH client Medicare Advantage Organizations, specifically, Medicare Part C and D claims and encounter data.

Privacy

Information or data about Medicare beneficiaries available from AllyConnectApp is subject to the Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and other laws, and requires special safeguarding. You must comply with all applicable federal and state laws regarding the protection and disclosure of information obtained through AllyConnectApp.

You further acknowledge that when records regarding an individual are obtained through AllyConnectApp, you may not disclose, share, or sell any information or data regarding the individual to any other individuals or third parties without specific, explicit consent from the individual or his or her authorized representative. The terms "individual" and "record" have the meanings given in the Privacy Act at 5 U.S.C. § 552a(a).

Attribution

When using content, data, documentation, code, and related materials associated with AllyConnectApp in your own work, we require that proper credit be given. All services that utilize or access AllyConnectApp or content, data, documentation, code, and related materials associated with AllyConnectApp must display the following notice prominently within the application:

"This product uses AllyConnectApp but is not endorsed or certified by AllyAlign Health, Inc."

You may use AAH's name or [logo](#) in order to identify the source of AllyConnectApp content subject to these Terms. When using AAH logo for this purpose, the logo should



be used and displayed in its entirety, without variation in design or color, and without other elements superimposed on it.

You may not use AAH's name, logo, or the like to imply endorsement of any product, service, or entity, not-for-profit, commercial or otherwise. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's content, data, documentation, code, and related materials associated with AllyConnectApp. You may only use AAH's name, logo or the like in strict compliance with these Terms. You understand and agree that AAH has the sole discretion to determine whether your attribution(s) and use of AllyConnectApp content, data, documentation, code, and related materials are in accordance with the Terms.

SERVICE MANAGEMENT

Right to Limit

Your use of AllyConnectApp will be subject to certain limitations on access, calls, or use as set forth within these Terms or otherwise provided by AAH. These limitations are designed to manage the load on the system, promote equitable access, and prevent abuse, and these limitations may be adjusted without notice, as deemed necessary by AAH. If AAH reasonably believes that you have attempted to exceed or circumvent these limits, your ability to use AllyConnectApp may be temporarily or permanently blocked. AAH may monitor your use of AllyConnectApp to, for example, improve the service or to ensure compliance with these Terms.

Service Termination

If you wish to terminate your agreement with these Terms, you may do so by refraining from further use of AllyConnectApp. AAH reserves the right (though not the obligation) to: (1) refuse to provide AllyConnectApp to you, if AAH determines that use violates any AAH policy, including these Terms; or (2) terminate or deny you access to and use of all or part of AllyConnectApp at any time for any other reason which in its sole discretion it deems necessary in order to prevent abuse. You may petition AAH to regain access to AllyConnectApp through the support email address provided by AAH for AllyConnectApp. If AAH determines in its sole discretion that the circumstances which led to the refusal to provide AllyConnectApp or terminate access to AllyConnectApp no longer exist, then AAH may restore your access. All provisions of these Terms, shall



survive termination, including, without limitation, warranty disclaimers, and limitations of liability.

LIABILITY

Disclaimer of Warranties

The AllyConnectApp platform is provided “as is” and on an “as-available” basis. While we will do our best to ensure the service is available and functional at all times, AAH hereby disclaims all warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. AAH makes no warranty that data will be error free or that access thereto will be continuous or uninterrupted.

Limitations on Liability

In no event will AAH be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (1) any special, incidental, or consequential damages; (2) the cost of procurement of substitute products or services; or (3) for interruption of use or loss or corruption of data.

Disputes, Choice of Law, Venue, and Conflicts

Any disputes arising out of this Agreement and access to or use of AllyConnectApp shall be governed by the laws and common law of the United States of America, including without limitation such regulations as may be promulgated from time to time by AAH and its client Medicare Advantage Organizations, without regard to any conflict of laws statutes or rules. You further agree and consent to the jurisdiction of the Federal Courts and waive any claim of lack of jurisdiction or forum non conveniens. Some AllyConnectApp may have API-specific terms of use. If there is a conflict between these Terms and additional terms applicable to a specific API, the terms applicable to the specific API will control.

Indemnification

You agree to indemnify and hold harmless AAH, its contractors, employees, agents, and its client Medicare Advantage Organizations, and the like, from and against any and all claims and expenses, including attorney’s fees, arising out of your use of AllyConnectApp, including but not limited to violation of these Terms.



No Waiver of Rights

AAH's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Framework

You agree to use AllyConnectApp in a manner consistent with the following framework unless otherwise provided by applicable law or as specified above:

- **Transparency:** The existence of record-keeping systems and databanks containing data about beneficiaries should be publicly known, along with a description of the main purposes and uses of the data.
- **Consent:** There should be limits to the collection of personal data and it should be collected by lawful and fair means, and that data should be collected, where appropriate, with the knowledge or consent of the data subject. Personal data must not be communicated externally without the consent of the beneficiary or as otherwise permitted by applicable law.
- **Use and Disclosure:** There must be limits to the internal uses of personal data and that the data should be used only for the purposes specified at the time of collection. Personal data must not be communicated externally without the consent of the beneficiary or as otherwise permitted by applicable law.
- **Individual Access:** Each beneficiary should have a right to see any data about him or herself and to annotate any data that is not timely, accurate, relevant, or complete where the application has the ability to do so.
- **Security:** Personal data should be protected by reasonable security safeguards against such risks as loss, unauthorized access, destruction, use, modification, or disclosure.
- **Data Quality:** Personal data should be relevant to the purposes for which they are to be used, and should be accurate, complete, and timely.
- **Accountability:** Record keepers should be accountable for complying with fair information practices.



RESOURCES

For more context on these terms of service and information around these requirements, we've created a [Third-Party Application Owner User Guide](#) for your use.

SUPPORT

General Support

Questions or support about new registrations, determinations, API access, and data will be handled within 4 business days of the request. Resolution time for requests that require a determination, correction, or change may take longer.

Support hours are available Monday through Friday from 9:00 am to 4:00 pm Eastern time. Support is not provided on holidays or weekends.

Support email address: AllyConnectApp@allyalign.com

Support phone number: 804-480-1140

System Availability and Monitoring

AAH regularly monitors system operations and responsiveness. The system is expected to be operational from 6:00 am – 11:00 pm Eastern time, 7 days a week and 365 days a year, unless special maintenance work is planned and scheduled in advance that would disrupt operating hours.

AAH will impose certain usage limitations as stipulated in Service Management – Right to Limit.