

Ascension Terms of Use

NOTICE

ASCENSION IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE AND SHOULD NOT BE USED FOR MEDICAL QUESTIONS. ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTHCARE PROVIDER FOR PERSONAL MEDICAL ADVICE. DO NOT USE ASCENSION 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 ASCENSION FOR R1 PATIENT BILL PAY.

This is a contract between you and Ascension that governs your use of R1 Patient Bill Pay (the "System"). 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 accepting the Terms of Use, or by using VisitPay, 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 System. Ascension may modify the terms of the Agreement from time to time by posting the modified Agreement to the System. The modified Agreement becomes effective immediately when it is posted on the System. By continuing to use the System after Ascension posts a modified Agreement, you agree to be bound by the modified Agreement.

Ascension at its option may from time to time offer to you an arrangement to pay an outstanding balance from past services in monthly installments, with no interest or fees, in lieu of making a lump sum payment of the full balance as agreed to at time of service (each a "Finance Plan" and collectively "Finance Plans"). The payment schedule and other terms of any Finance Plan that may be offered to you will be set forth in a letter from Ascension. You acknowledge that entering into this Agreement does not constitute a countersignature to any Finance Plan offer letter or make any offer letter a written agreement.

2. R1 PATIENT BILL PAY ALLOWS YOU TO MANAGE AND PAY YOUR ASCENSION CHARGES ONLINE.

The System consists of a website application and associated technologies that enable you to access information and statements concerning your financial obligations for Ascension health care services and to make payments on your accounts for such charges.

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

Ascension has contracted with R1 RCM Holdco Inc. (the "Contractor" or "R1") to provide R1 Patient Bill Pay to you under the terms of this Agreement. But, your contract and legal relationship with respect to R1 Patient Bill Pay, and with respect to your Ascension accounts, is with Ascension.

4. YOU MUST CREATE AN USER ACCOUNT AND BE OVER 18 YEARS OF AGE TO USE R1 PATIENT BILL PAY.

You are required to register and create an individual user account (a "User Account") to use R1 Patient Bill Pay. Ascension or Contractor may decline your registration for any or no reason. You may not create more than one User Account or create a User Account for anyone other than yourself. You must provide accurate, current, and complete information about yourself. If you provide information that Ascension or Contractor reasonably suspects or finds is not accurate, current, or complete, Ascension or Contractor may suspend or terminate your User Account and prevent you from accessing or using the System. Additionally, your submission of inaccurate, outdated, or incomplete information may prevent Ascension from sending important notices to you. The System 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 this Agreement, or by using the System, you represent to Ascension 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.

5. YOU ARE RESPONSIBLE FOR USE OF THE SYSTEM THROUGH YOUR USER ACCOUNT.

You may access the System using a username and password, by validating your identity via a one-time code delivered to your registered email or mobile device via SMS, via the Ascension One application or via another secure Ascension platform using Single Sign-On technology. You are solely responsible for keeping your username and password secure and strictly confidential, and you are responsible for actions taken within your User Account.

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

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

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

7. R1 PATIENT BILL PAY IS AN OPTIONAL SERVICE.

Ascension provides the System to you as an optional alternative to paper-based, non-digital billing processes. Some of the billing-related features and offers made through the System may only be available to you if you have a System User Account.

8. YOU MAY TERMINATE YOUR R1 PATIENT BILL PAY USER ACCOUNT AT ANY TIME.

If you terminate your User Account, you will still be required to pay all amounts you owe for any Services provided prior to termination. Any payments owed for health care services provided after the termination date will not appear in your System User Account, and you must pay them under Ascension's standard billing and collection policies and procedures. If you terminate your User Account, you may not be eligible to re-register for or otherwise use the System at a later date.

9. ASCENSION MAY SUSPEND OR TERMINATE YOUR ACCOUNT.

Ascension or Contractor may suspend or terminate your User Account or your access to R1 Patient Bill Pay at any time for any reason. Neither Ascension, nor Contractor, are liable to you with respect to any termination or suspension. Ascension reserves the right to change, suspend, or discontinue the System or any part of the System without prior notice to you.

10. SOME CHARGES MAY NOT APPEAR IN R1 PATIENT BILL PAY.

While Ascension aims to present all charges you owe for health care services provided to you by Ascension in your User Account, some health care charges may not be available in this electronic medium. In those cases, Ascension will send statements to the current physical address on file for you, and you must manage and pay those charges separately from charges within the System.

11. R1 PATIENT BILL PAY PROVIDES YOU MONTHLY DIGITAL STATEMENTS REFLECTING YOUR HEALTH CARE CHARGES.

Except as may otherwise be provided by physical mail delivery to you, the System 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 Ascension. This statement is referred to as the Billing Statement. The Billing Statement balance will exclude any balances for which you've arranged a Finance Plan and any balances that are currently in suspended status. You will receive a separate monthly statement for any active Finance Plan arrangement that has been offered to you.

12. YOU CAN MAKE A PAYMENT THROUGH R1 PATIENT BILL PAY AT ANY TIME.

The System allows you to make a payment at any time, either immediately or by scheduling a future payment. At the option of Ascension the System also may offer to you from time to time a Finance Plan. You may subsequently edit or cancel your payment before it is made, provided that you should contact Ascension if you become unable to make and need assistance with respect to scheduled payments under a Finance Plan.

Payments will be credited to your System User 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 we receive 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. It may take several days for your payments to appear in Ascension's billing system of record and/or your financial institution.

Payments will be applied to charges with balances based on Ascension's rules. If you select specific charges to be paid, the System will attempt to apply your payment to those charges, but in some cases, the payment may be applied to different charges according to Ascension's rules.

13. FINANCE PLANS FOR ASCENSION CHARGES MAY BE OFFERED AT THE OPTION OF ASCENSION THROUGH R1 PATIENT BILL PAY.

As discussed above, Ascension from time to time may offer Finance Plans to you online through the System. If you have an existing Finance Plan, Ascension may offer the option to arrange an additional Finance Plan or combine your health care charges with an existing Finance Plan. The terms of each Finance Plan offer, including the amounts and timing of monthly installments to pay an outstanding balance from past services, will be set forth in an offer letter from Ascension and will be stored on file.

14. ELECTRONIC PAYMENT METHODS

Upon scheduling a payment or if you desire to make installment payments under a Finance Plan automatically, you are required to have a payment card on file ("Payment Card") with us that will be used to make your scheduled or monthly installment payments. The Payment Card may either be a credit card or a debit card that accesses a consumer deposit account, prepaid account, Health Savings Account, or Flexible Spending Account. Ascension may also allow you to store bank account routing and account numbers for use in initiating electronic fund transfers through the Automated Clearing House (ACH) network, in lieu of or in addition to your Payment Card, as a means to pay the charges reflected in your User Account and Finance Plans.

Scheduled payments: By placing a Payment Card on file in your User Account, you authorize us to establish and maintain your payment authorizations, and to process your payments by automatically charging 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 us at **833-291-0470** or by logging into your System User Account and authorizing us either to cancel the scheduled payment or to charge a different Payment Card provided by you to make your scheduled payment. If you cancel your scheduled payment, you will still be required to pay all amounts you owe for the Services, and those amounts may be immediately due and payable. We will not be responsible for any failure to process an authorized payment that is not actually and completely received for any reason, including user error, equipment malfunction, natural disasters or impediments, or inaccurate or incomplete information.

Finance Plans: You can also authorize automatic payments using a Payment Card or ACH information on file in your User Account for your convenience in making payments under a monthly installment plan arrangement described in an offer letter for a Finance Plan. You can authorize automatic payments on any Finance Plan through your System User Account or by calling us at **833-291-0470**.

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

Subject to the next paragraph regarding Finance Plans, if you do not pay the charges in full, then those charges become past due based on Ascension's policies. The System will send you an electronic notification when you have past due charges.

If you do not make your payments on a Finance Plan on time, we may withdraw the offer in the Finance Plan letter to accept partial payments over time and we reserve the right to collect the outstanding balance in full. If you become unable to make your monthly payments on a Finance Plan and need assistance, please contact us by logging into your System User Account or call us at **833-291-0470**. We are happy to work with you to more easily manage your medical bills.

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

Subject to the next paragraph regarding Finance Plans, Ascension establishes a maximum amount of time for you to pay your charges. 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. The System will send you an electronic notification before your charges are forwarded to collections.

The preceding paragraph only applies to a balance that was the subject of a Finance Plan if we withdraw the offer in the letter for that Finance Plan to accept partial payments over time because you did not make your payments on that Finance Plan on time.

17. YOU MAY CONSOLIDATE YOUR R1 PATIENT BILL PAY USER ACCOUNT WITH ANOTHER USER'S R1 PATIENT BILL PAY ACCOUNT.

You may request to manage another System user's account or request that another System user manage your User Account. Both the managing user and managed user must accept the terms and conditions for consolidated accounts -- which are provided in the System -- before accounts can be consolidated. Both the managing user and managed user will remain financially responsible for paying the bills associated with a managed user's account. 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.

18. YOU MAY USE R1 PATIENT BILL PAY ONLY FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH THIS AGREEMENT.

You must not access or use the System (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 System illegal. Additionally, you must not access or use the System:

- 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 rights, or (iii) otherwise could result in civil or criminal liability under the law;
- to input, upload or transmit any unlawful or injurious information or materials, including any virus, worm, malware or other malicious code;
- in any manner that could damage or impair the System or its content, compromise security, or inhibit another person from using it;
- to gain, or attempt to gain, unauthorized access to the System or another person's User Account through any means, including hacking or impersonating any other person or entity, whether actual or fictitious;
- by any automated means, such as, but not limited to, a robot, scraper, spider, or harvesting "bot";
- to develop or create patient self-serving portals, digital patient payment tools, patient financing or patient/ guarantor creditor scoring for any purpose; or
- if you are not a bona fide patient or guarantor of Ascension or one of its providers.

19. ASCENSION IS COMMITTED TO PROTECTING YOUR PERSONAL INFORMATION.

For information concerning the use, disclosure, and protection of your personal information, please see the Privacy Policy found at [Privacy](#). R1 Patient Bill Pay uses industry-standard security practices and technology to protect your personal information stored in the System from unauthorized access. But even the most secure computer systems can be violated, and Ascension cannot guarantee security. There are security, transmission, and other risks inherently associated with using the Internet, and by using the System, you expressly assume those risks.

20. YOUR USE OF R1 PATIENT BILL PAY DOES NOT CHANGE ASCENSION'S CALLING OR CREDIT REPORTING PRACTICES.

Even after you register for an R1 Patient Bill Pay User Account, Ascension maintains its ability to contact you through a variety of means, including any other phone numbers associated with your account. Further, Ascension maintains its ability to perform credit bureau inquiries to review or collect upon your User Account.

21. ASCENSION GRANTS YOU A LIMITED RIGHT TO USE R1 PATIENT BILL PAY.

The System is the property of Contractor or its licensors and is protected by intellectual property laws. Subject to your compliance with the terms of this Agreement, Ascension grants you a limited, revocable, non-transferable, and non-exclusive right to access and use the System solely for your personal, non-commercial purposes.

Ascension and Contractor also give you permission to display, download, and print the content available in or through the System 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 System is the copyrighted work of Ascension, Contractor or their licensors. Any copy made of content obtained through the System must include all applicable copyright notices.

Ascension's trademarks and service marks include Ascension. All other brands and names referenced on the System are the property of its (or their) respective owners. Nothing contained in the System grants any license or right to use any trademark or service mark displayed on the System without the express written permission of Ascension or other owner of the trademark or service mark.

Your access to use the System does not permit you, and you agree not to: (a) copy, modify, translate, reverse engineer, disassemble, decompile, attempt to derive the source code, or create derivative works of the System (or any software or content available on or through the System) or allow a third party to do any of those things; (b) transfer, distribute, sell, lease, rent, disclose, or provide access to the System to any third party or use the System to provide service bureau, time sharing, or other services to third parties; (c) perform or disclose any benchmarking or performance testing data of the System; or (d) use or view the System outside of the United States.

22. ASCENSION DOES NOT PROVIDE ANY WARRANTY FOR R1 PATIENT BILL PAY.

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

23. NEITHER ASCENSION NOR ITS CONTRACTOR HAS LIABILITY TO YOU FOR R1 PATIENT BILL PAY.

IF YOU EXPERIENCE ANY PROBLEM RELATED TO THE SYSTEM, YOU AGREE THAT YOUR SOLE REMEDY IS TO STOP USING IT. ASCENSION, CONTRACTOR AND THEIR 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 THE SYSTEM. ASCENSION, CONTRACTOR AND THEIR 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 THE SYSTEM, EVEN IF ASCENSION, CONTRACTOR OR THEIR LICENSOR WAS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

YOU AGREE TO INDEMNIFY ASCENSION, CONTRACTORS AND THEIR LICENSORS AND HOLD THEM HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR USE OF THE SYSTEM OR YOUR BREACH OF THIS AGREEMENT, OR BOTH.

24. 15. THIRD PARTY SERVICES ARE PROVIDED UNDER SEPARATE LEGAL TERMS.

When you use R1 Patient Bill Pay, you may also be using or linking to the services of one or more third parties, such as a payment gateway provider or insurance company. Ascension and Contractor 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. Ascension and R1 RCM Holdco Inc. do not have any responsibility for or control of third-party websites.

25. 15. THIS AGREEMENT IS GOVERNED BY MISSOURI LAW AND YOU AGREE TO INDIVIDUALLY ARBITRATE ANY DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN YOU AND US.

If you intend to make a claim arising out of or related to this Agreement or the Services, you agree to first send Ascension a written notice of dispute, and if Ascension requests, discuss the dispute with Ascension in good faith in an attempt to resolve the dispute. You should send this notice to Ascension at: ListenFirst@TheResourceGroup.com. Any notice must include (i) your name, address, phone number, and email address, and (if different) the email address associated with your account; (ii) a description of the nature and basis of the claim or dispute, including any relevant facts, and (iii) a description of the nature and basis of the specific relief sought, including the damages sought, if any. We will also request (a) a personally signed statement from you (and not your counsel) verifying the accuracy of the contents of the notice; and (b) if you are the claimant and are represented by counsel, your signed statement authorizing Ascension to disclose any information to your attorney while seeking to resolve your claim. The notice must concern only your dispute and no other person's dispute. The notice of dispute requirements are essential in order to give the parties a meaningful chance to resolve disputes informally.

Any controversy or claim arising out of or relating to this Agreement or the Services shall be settled by arbitration at the request of either you, Ascension, or Contractor and shall be administered by the American Arbitration Association under its Consumer Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. A form for initiating arbitration proceedings is available on the American Arbitration Association's website at www.adr.org.

Unless Ascension or Contractor agrees otherwise, any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted. You agree that, by entering into this Agreement, you are waiving the right to a trial by jury or to participate

in a class or representative action (arbitration or otherwise) to the fullest extent permitted by applicable law.

This Agreement is governed by federal law and the laws of the State of Missouri, without respect to its conflict of laws principles, where Ascension maintains its principal place of business. The Federal Arbitration Act 9 U.S.C. § 200 et seq. expressly applies to this Agreement or the Services.

If the foregoing arbitration agreement is held by a court of competent jurisdiction to be unenforceable or void, then exclusive venue for any claims arising out of or related to the Agreement or your use of the Services shall be in the state courts located in St. Louis County, Missouri, or federal courts in the Eastern District of Missouri.

26. YOU LICENSE ASCENSION AND CONTRACTOR TO USE ANY FEEDBACK YOU PROVIDE CONCERNING R1 PATIENT BILL PAY.

If you submit ideas or suggestions ("Feedback") relating to the System to Ascension or Contractor, you grant each of Ascension and 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.

27. YOU MAY CONTACT ASCENSION BY MAIL OR EMAIL.

You may contact Ascension through your Ascension account, or as follows:

PO Box 1478 Portage, MI 49081
notifications@ascension.visitpay.com
833-291-0470

28. ADDITIONAL MISCELLANEOUS TERMS APPLY TO YOUR USE OF R1 PATIENT BILL PAY.

This Agreement is the sole agreement between you and Ascension relating to Ascension's provision of the System to you and your use of the System. Neither you, Ascension or Contractor is bound by any oral or written representation, warranty, or statement that is not contained in this 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 Ascension, Contractor or any of their licensors is liable for any delay or non-performance caused by an act of nature, strike, lockout, riot, civil commotion, insurrection, war, terrorist attack or other reason beyond its reasonable control. No failure by you or Ascension to enforce or exercise any right under this 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 Ascension'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: May 01, 2024