

User Access Agreement – Providers

Welcome to the Vision Benefits of America, Inc. (“VBA”) Provider Portal. The Provider Portal is intended to provide access to authorized agents (“Providers”) to review VBA member eligibility, facilitate claim submission and lab material orders and review payment statements.

1. **Agreement to Terms of Use.** By accessing this portal you agree to the below Terms of Use:
 - Any dispute between you and VBA regarding or arising from use of this portal will be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions;
 - Any such dispute is to be resolved in the State or Federal Courts in Allegheny County, Pennsylvania
 - You agree to the personal jurisdiction by and venue in the State and Federal Courts in Allegheny County, Pennsylvania and waive any objections to such jurisdiction or venue;
 - If the terms of this User Access Agreement conflict with the terms of the Provider Agreement, the terms of this User Access Agreement shall prevail;
 - If you choose to access this portal from outside the United States, you do so on your own initiative and are solely responsible for complying with applicable laws;
 - If any of the provisions of these Terms of Use are held by any court or tribunal of competent jurisdiction to be void or unenforceable, such shall be eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.
2. **Changes to Terms of Use.** These Terms of Use and any materials referenced in them are subject to change without prior notice and at the sole discretion of VBA. Any changes made are effective on posting on this portal and you will be bound by such changes to these Terms of Use on and after the time such changed term or terms are so posted.
3. **Representations Regarding Use.** Any Provider utilizing this portal represents that they are only doing so for the purpose of submitting lawful claims for payment for services provided to *bona fide* Members.
 - As a condition of access to this portal, the User warrants and represents in good faith that they are an employee of a Provider of health services who has joined and is in good standing in the VBA’s Participating Provider Network.
 - User represents that their use of the Portal (and any information or data accessed or extracted therefrom) will be in compliance with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (“HIPAA”).
4. **Restrictions on Use.** User shall not, in any way, attempt to market or use any information accessed through this portal except for the sole purpose of checking eligibility and processing of claims.
 - User shall not access this portal for the purpose of gathering or marketing any information, for competitive purposes, or any purposes other than checking eligibility and processing claims.
 - Provider shall not authorize a third party to utilize provider’s credentials to access this portal, unless VBA has given specific written consent to a particular third party’s use of credentials by that Provider.
 - User shall not utilize any bots or automated processes to obtain information from this portal, including but not limited to screen scraping or other automated scripts or processes, without VBA’s express written consent.

- User shall not capture, store, reproduce or redistribute to others, any information found on this portal without the express written consent of the Member(s) affected.
 - User shall not use any Device, software, or routine to interfere or attempt to interfere with the proper working of this site or any transaction being conducted or to be conducted on this site, or with any other person's use of the site.
 - User shall not attempt to reverse engineer this website or any functions thereon.
 - User shall not falsify or otherwise manipulate identifiers in order to disguise the origin of any access to the site.
 - User shall not disguise or misrepresent who they are or impersonate any other person or entity.
 - User shall not implant or disseminate any viruses or contamination or destructive features through use of the portal.
 - User shall not use this portal for any unlawful purpose.
5. **Indemnification for Misuse.** The provision by a Provider to a third party of a Provider's credentials or information obtained through use of this portal in violation of these Terms of Use, shall obligate the Provider to indemnify, defend and hold harmless, VBA from any damages, expenses (including but not limited to attorney's fees and costs), losses, litigation, liability, claimed liability, or claims, resulting from such misuse, disclosure, dissemination, transferring, sharing, copying or revealing of VBA's data, systems, and/or proprietary information ("Damages").
- User agrees to indemnify and hold harmless Vision Benefits of America, its officers, directors, shareholders, predecessors, successors in interest, employees, agencies, subsidiaries and affiliates, from any Damages asserted against them by any third party as a result or arising out of User's use of the site.
6. **Disclosure of Information by VBA.** VBA may disclose any information relating to User (including but not limited to User's identity) and User's communications to VBA if VBA determines such disclosure would be useful in connection with any investigation or complaint regarding User's use of the site or in connection with an assertion of a breach of these Terms of Use.
7. **Information Confidential.** Any information obtained by a User through use of this portal shall be treated by the User as Confidential and disclosed to third parties or otherwise utilized only to the extent necessary to process already existing claims for payment for services.
8. **Modifications.** VBA reserves the right to modify or release new versions of this Portal at any time without notice.