

# Agreement for Use of e-CAP

The e-CAP system is a Web-based information and communications service (referred to as "Service" in this Agreement) based upon a proprietary Web service framework and platform developed and owned by VieBridge, Inc. The service is intended for use by CAP case management agencies, direct service providers and staff of the NC DHHS Division of Medical Assistance participating in either the CAP/C or CAP/DA waiver program administered by the NC Medicaid program. Use of the Service is governed by the terms and conditions of this Agreement. Please read this Agreement carefully before accessing or using the Service. Throughout this Agreement, VieBridge, Inc. is referred to as "we" or "us."

## General Terms and Conditions

By accessing or using the Service, you agree to be bound by all of the terms and conditions of this Agreement. This Agreement is intended to be fully effective and binding upon you and us.

We may modify this Agreement at any time, and you agree that such modifications will be effective immediately upon posting of the modified Agreement on the Service. You agree to review the Agreement posted on the Service each time you use the Service so that you are aware of any modifications made to this Agreement. By accessing or using the Service, you agree to be bound by all of the terms and conditions of the Agreement as posted on the Service at the time of your access or use.

YOU ACKNOWLEDGE AND AGREE THAT USE OF THIS SERVICE IS AT YOUR OWN RISK AND THAT THE SERVICE AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. YOU UNDERSTAND AND AGREE THAT THE INFORMATION CONTAINED ON OR PROVIDED THROUGH THIS SERVICE IS INTENDED FOR SOLE USE AS DEFINED AND IMPLEMENTED BY NORTH CAROLINA MEDICAID POLICIES AND IMPLEMENTATION GUIDELINES FOR THE OPERATION OF THE COMMUNITY ALTERNATIVES PROGRAM FOR CHILDREN (CAP/C) AND THE COMMUNITY ALTERNATIVES PROGRAM FOR ADULTS (CAP/DA).

YOU ACKNOWLEDGE AND AGREE TO IMPLEMENT THE DATA SECURITY STEPS FOR PROVIDERS TO FOLLOW THAT ARE NECESSARY TO SECURE PROTECTED BENEFICIARY HEALTH INFORMATION. THESE DATA SECURITY STEPS ARE AVAILABLE ON e-CAP.

You understand and agree that we cannot and do not warrant or guarantee that information available for viewing or downloading through the Service will be free of infections or viruses, worms, Trojan horses or other code that contains contaminating or destructive properties. You understand and agree that you are solely responsible for implementing sufficient precautions, procedures and checkpoints to satisfy your own requirements for the accuracy of data input and output. We do not assume any responsibility for the loss of any information, data or other materials resulting from your use of the Service.

YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICE. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR

ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SERVICE.

If you are located in any jurisdiction where the common, statutory, regulatory or codified law of such jurisdiction would void this Agreement in whole or in any essential part (the essential parts being at least, but not only, the exclusive jurisdiction and venue and exclusive remedy provisions, the warranty disclaimers, the limitations of liability and the privacy guidelines and terms of use), or would make accessing the Service illegal, then you are not authorized to use the Service and, if you do so, you do so entirely at your own risk.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER USER OF THE SERVICE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

You agree to indemnify us and any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, together with any of their respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party caused by your improper use of the Service, or any breach or violation of this Agreement or any other term or condition contained on the Service.

In the event we determine, in our sole and absolute discretion, that you have breached any of your obligations under this Agreement, then, in addition to and not in lieu or limitation of any other right or remedy we may have, we may advise you that you have violated this Agreement; delete or remove any communications or content furnished or posted by you to the Service; discontinue your registration and remove you as a registered member; block your access to the Service; notify and/or send communications or content to and cooperate with applicable law enforcement authorities; and/or take any other action we deem appropriate.

You agree that this Agreement is entered into between you and us in the State of Virginia, United States of America, and is performed within the State of Virginia and governed by and shall be construed in all respects under the laws of the Commonwealth of Virginia, exclusive of its choice of law or conflict of laws provisions. In any claim or action by you directly or indirectly arising under this Agreement or related to the Service, you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the Virginia State Court, or if such court does not have subject matter jurisdiction, then you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the United States Court for the Northern District of Virginia, and whichever of those two courts has jurisdiction, you and we each waives any jurisdictional, venue, or inconvenient forum objections to such court.

If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be not enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement constitutes the entire agreement between you and us relating to the subject matter hereof and supersedes and merges herein any prior promises, agreements, or understanding between you and us relating to any of the subject matters of this Agreement. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. Anything contained on the Service inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement.

The information materials on the Service are provided copyright free as a public service. You may download and reprint a single copy of the materials from the Service for your own agency use, noncommercial use only, provided you include all applicable notices and disclaimers. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).

## **Privacy Policies**

This portion of the Agreement describes how we collect information from you or about you, why we collect this information, how we will use or disclose this information and how you can update or delete personally identifiable information collected about you from our records. In addition, this portion of the Agreement sets forth our general policies on security.

## **IP Addresses**

There are several types of information we collect. For all visitors to the Service, we collect and log your IP address. An IP address is a number automatically assigned to your computer whenever you access the internet. IP addresses allow computers and servers to recognize and communicate with one another. We collect IP address information to properly administer our system and to gather aggregate information on visitors to our site and how our site is being used, including the pages visitors are viewing. This aggregate information may be shared with advertisers, sponsors and others businesses. To maintain your anonymity, we do not associate IP addresses with records containing personal information. We will use IP address information, however, to personally identify you in order to enforce our legal rights or when required to do so by law enforcement authorities.

## **Cookies**

We also place small data files, called "cookies," in the browser file of your computer's hard drive. These cookies automatically identify your browser to our server whenever you interact with the Service. Most browsers automatically accept these cookies, but you usually can change your browser setting to prevent the acceptance of cookies. In addition, we usually collect the domain name of the server from which you are visiting. This can provide us with information relating to the sources of our traffic. Collecting this information does not allow us to personally identify you.

## **Other Sites**

Our privacy policies apply only to your use of the Service. The Service contains links to other sites, including sites that may indicate a special relationship with us. While we do not disclose personally identifiable information to those operating these linked sites, we are not responsible for the privacy practices of such other sites. You should read the privacy policies of each site you visit to determine what information that site may be collecting about you.

## **Changes to Our Privacy and Security Policies**

Just as with the other terms and conditions of this Agreement, we may change the terms and conditions of our Privacy Policies at any time by posting revisions on the Service. You agree to review the Privacy Policies portions of this Agreement each time you use the Service so that you are aware of any modifications made to these policies. By accessing or using the Service, you agree to be bound by all of the terms and conditions of the Agreement as posted on the Service at the time of your access or use, including the Privacy Policies then in effect.

## Contact Information

If you have any questions about the Service, please reach us using the Contact Us e-mail option on the log-in page.

My use of this site constitutes my acceptance all of the foregoing terms and conditions of this Agreement.

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