



eMAMSI Online Services - Group Registration Request

PLEASE READ THIS REGISTERED USER AGREEMENT ("AGREEMENT") CAREFULLY.

YOU MAY NOT USE THE MAMSI SYSTEM AS DEFINED BELOW, UNLESS YOU FIRST ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BY SIGNING YOUR INITIALS AT THE BOTTOM OF EACH PAGE.

BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE AUTHORIZED TO USE THE SYSTEM DURING THE TERM OF THIS AGREEMENT AND SUBJECT TO ITS TERMS AND CONDITIONS. MAMSI OR ITS SUBSIDIARY COMPANIES, OPTIMUM CHOICE, INC. (OCI), MD-INDIVIDUAL PRACTICE ASSOCIATION, INC. (M.D.IPA), OPTIMUM CHOICE OF THE CAROLINAS, INC. (OCCI) OR MAMSI LIFE AND HEALTH INSURANCE COMPANY (MLH), HEREINAFTER "COMPANY", RESERVE THE RIGHT TO TERMINATE THIS AGREEMENT AT ANY TIME AND FOR ANY REASON.

DEFINITIONS

"Company" means Mid Atlantic Medical Services, Inc., or its subsidiary companies Optimum Choice, Inc. (OCI), MD-Individual Practice Association, Inc. (M.D. IPA), Optimum Choice of the Carolinas, Inc. (OCCI) and MAMSI Life and Health Insurance Company (MLH).

"Employer Portal" is the portion of the MAMSI Web site that can be used by employer groups and their agents whose members have health insurance coverage with the Company. The Employer Portal portion of the MAMSI Web site includes the Online Member Eligibility System, the Online Bill Presentment System and the Online Enrollment System.

"System" means the online transaction system in the Employer Portal that includes the Online Member Eligibility System, the Online Bill Presentment System and the Online Enrollment System. Information in the System includes, but is not limited to, billing and membership information about the members of Employer groups in OCI, M.D. IPA, OCCI or MLH.

"Confidential Information" means member identifiable information, of any nature and in any format, along with all other sensitive or proprietary information obtained through the System, including, but not limited to, member name, address, telephone number, Social Security number, or other information concerning members of employer groups of the Company.

REGISTRATION TERMS

This Agreement governs your use of the System. In order to access the System, you must first register yourself as a qualified user of the System. To register means that:

- 1) You must complete the registration form (which asks you to supply information such as your group number);
- 2) You must submit the completed registration form to MAMSI Health Plans; and
- 3) You accept all the terms of the Registered User Agreement.

When you register, you will receive a User ID and Password in the mail, which you will need in order to access the System. You agree to protect your User ID and Password from theft and misuse by others, much as you do with your credit or charge card number.

The Company will honor and rely on transactions that are entered in this System using your User ID and Password, as though they contain your signature.

You agree to notify the Company immediately when you intend to discontinue access to the System so that the Company can terminate your Password. In addition, when members of your office or staff, who have access to the System, leave your employ, you agree to notify the Company immediately so that the Company can terminate their account.

The Company may, at its discretion, elect to reject your attempt to register for the System. You must be at least 18 years of age to use the System.

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TERMS OF USE

You represent that the information you supply when you access the System is accurate, current and complete. You agree to accept full responsibility for all actions of members of your staff who may have access to the System.

You agree that you will use the System solely for legitimate business purposes involving your group's billing information and membership status in OCI, M.D. IPA, OCCI or MLH. You may not assign or otherwise transfer this Agreement or your rights under it, or delegate your obligations or duties to another person or entity, without the prior written consent of an officer of the Company.

You agree that all enrollment activity is performed on behalf of your employees, and that it is accurate, current, complete and authorized by the employee. You agree to maintain sufficient record of this authorization.

You agree to provide at your own cost, any hardware, software or Internet service, which may be necessary to access the System.

The Company may in the future, provide rules for the System, called "Rules," which, if provided, are incorporated into this Agreement by this reference. The Rules, if any, will be made available to you and will be posted on the MAMSI Web site.

ENROLLEE CONSENT

You represent and warrant that all Enrollees have affirmatively agreed, via signature, signature on file, or electronic signature, to the release of medical and personal information on behalf of themselves and their subscribers to the Health Plan and to unrelated third parties for health care operations, as required by state and federal law. You agree to advise Enrollees that an electronic signature will be construed by the Health Plan as an acknowledgement of agreement with the enrollment as if originally signed by the Enrollee, and that the Enrollee cannot contest any information on the form on the basis that the signature is not authorized or valid.

You represent and warrant that all information on the electronic form is accurate, current, and complete and is consistent with the authorizations that you have received from the Enrollee. All such consent forms will be subject to audit by Health Plan upon five days advance written notice.

LIMITED WARRANTY

While the Company strives to provide you with a System that will meet your business needs and increase your office efficiency, it provides the System to you on an "AS IS" basis, without warranties of any kind. If at any time, you are dissatisfied with the System, you may cancel your registration by sending an e-mail message to groupservices@mamsi.com, or by mailing a request to MAMSI Group Services, P.O. Box 931, Frederick MD 21705-0931, and providing your User ID and the reason for your request.

THE COMPANY AND ITS EMPLOYEES AND AGENTS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SYSTEM OR THE INFORMATION ACCESSED BY USING THE SYSTEM. NEITHER THE COMPANY NOR ITS EMPLOYEES AND AGENTS MAKE ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE AND NONINFRINGEMENT, NOR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE SYSTEM OR ANY INFORMATION ACCESSED BY USING THE SYSTEM. LIMITATION OF LIABILITY

NEITHER THE COMPANY NOR ITS EMPLOYEES AND AGENTS WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF THE COMPANY OR ITS EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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MEMBER PRIVACY

You warrant and represent that you have implemented adequate policies and procedures to protect the privacy and confidentiality of Confidential Information, and that you will only allow access to Confidential Information on the System solely concerning group members on a need-to-know basis.

You agree not to disclose any information obtained from the System, except as specifically authorized in this Agreement, or as required or permitted by law. You further warrant and represent that you will comply with all applicable federal and state privacy and confidentiality laws, regulations and rules pertaining to the use, disclosure and transmission of information obtained from the System. You agree to notify the Company immediately of any unauthorized disclosure, use, or access to any information obtained from the System, and to cooperate with MAMSI Health Plans to rectify the disclosure.

INDEMNIFICATION

In addition to your other obligations that appear in this Agreement, you agree to defend, indemnify, and hold harmless the Company, its employees and agents against all claims, expenses (including reasonable attorneys' fees), damages, and liabilities arising or alleged to arise from your accessing of the System, accessing of the System at your direction, or use of the information obtained from the System, or any breach of this Agreement. In addition, you agree that the Company shall have the right to obtain equitable relief from a court of competent jurisdiction, as the Company may deem necessary or appropriate to prevent or stop any unlawful or unauthorized actions.

MANDATORY DISCLOSURES TO ENROLLEES

Virginia Groups: If you have a Virginia situs contract, and you elect to purchase HMO-only coverage for your group, you agree to inform your Enrollees that they have the option, under Virginia law, to also elect POS coverage (through MAMSI Life and Health Insurance Company).

Maryland Groups: If you have a Maryland situs contract, you agree to advise your Enrollees in writing that if they have any questions concerning benefits and services provided or excluded under their coverage, they may contact a Member Services Representative before enrolling in the Health Plan.

OTHER TERMS

This Agreement, together with any attachments and Rules, represents the entire agreement between you and the Company and supersedes any prior agreements or representations related to use of the System. The Company may modify this agreement at any time. If the Agreement is changed, you must accept the new Agreement by electronically clicking the button labeled "I ACCEPT" in order to continue to use the System.

This Agreement will be construed in accordance with, and governed by the laws of the State of Maryland. The Company's waiver or failure to claim breach of any provision of this Agreement will not constitute a waiver of a breach of any other provision or subsequent breach of the same provision.

For quality control and other purposes, the Company may monitor use of the System and any data transmissions occurring through it.

**** Please print all entries clearly ****

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<p style="text-align: center;"><i>Please provide the following information on the person using the system:</i></p> <hr/> <p>First Name Middle Initial</p> <hr/> <p>Last Name</p> <hr/> <p>E-mail Address</p> <hr/> <p>Social Security number (last 4 digits – used for verification)</p> <hr/> <p>Date of Birth (mm-dd-yy) ** You must be at least 18 to use the system.</p>	<p style="text-align: center;"><i>User logon will be sent to the address below:</i></p> <hr/> <p>Company Name</p> <hr/> <p>Company Address 1</p> <hr/> <p>Company Address 2</p> <hr/> <p>City, State, ZIP Code</p>
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*Answer **ONE** of the following questions:*

This will be used to authenticate you, in the event that you forget your password.

What is your mother's maiden name? _____

What high school did you graduate from? _____

What is your city of birth? _____

List group number(s) and subgroup(s), if applicable, and the health plan for the group.

Group*Subgroup	Health Plan (circle one)	Group*Subgroup	Health Plan (circle one)
Example: M00001*012	IPA <u>OCI</u> MLH OCCI	5. _____	IPA OCI MLH OCCI
1. _____	IPA OCI MLH OCCI	6. _____	IPA OCI MLH OCCI
2. _____	IPA OCI MLH OCCI	7. _____	IPA OCI MLH OCCI
3. _____	IPA OCI MLH OCCI	8. _____	IPA OCI MLH OCCI
4. _____	IPA OCI MLH OCCI	9. _____	IPA OCI MLH OCCI

Health Plan Codes:

OCI = Optimum Choice, Inc.
 MLH = MAMSI Life and Health Insurance Company

OCCI = Optimum Choice of the Carolinas, Inc.
 IPA = MD-Individual Practice Association, Inc. (M.D. IPA)

 Customer Name Date

 MAMSI Representative Name Date

 Customer Signature Date

 MAMSI Representative Signature Date