



Legal

On-Line Web Site Agreement and Authorization for Payments

The St. Luke's Health System Web Site (the "Service") is an on-line bill payment service provided by St. Luke's Health System, Ltd. ("St. Luke's") and its Licensors.

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. St. Luke's or its Licensors may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Bill Viewing and Payment Services. By accessing the Service, you authorize (1) St. Luke's to allow you to make payment authorizations and (2) St. Luke's to process your payments according to your instructions.

When St. Luke's receives a payment authorization, you authorize St. Luke's to charge your transaction account and remit funds on your behalf. While it is anticipated that St. Luke's will complete most transactions within twenty-four (24) hours, it is understood that due to circumstances beyond the control of St. Luke's, particularly delays in handling and posting payments by financial institutions, some transactions may take a day or even a few days longer. For this reason, it is recommended that all payment authorizations be received by St. Luke's at least three (3) business days before the actual due date, not the late date.

St. Luke's will use its best efforts to process all your payment authorizations promptly and properly. However, St. Luke's shall incur no liability if it is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances including but not limited to:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.
2. You have not provided St. Luke's with correct names or account information.
3. Circumstances beyond St. Luke's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and St. Luke's has taken reasonable precautions to avoid those circumstances.

The Service is enabled only for your payment of St. Luke's billings and statements, and you are not permitted to make payments to any third parties, tax or court-directed payments through the Service.

Password and Security. Some Services will be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent or has authorized payments without your permission, you must notify St. Luke's Customer Care at 208-388-7527 or 844-362-7527.

You must not restrict or inhibit any other user from using the Service. You may not send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind.

You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.

In the Event Your Bank Returns a Transaction. In using the Service, you are requesting St. Luke's to make payments for you from your designated

transaction account. If your financial institution, or the holder of the account from which you have designated payment is unable to process a transaction (for example, there are not sufficient funds in your account to cover the transaction), the transaction may not be completed. In any event, you will remain responsible for payment of the statement or billings regardless of the processes implemented, and you may be charged a late fee or servicing fee according to your terms of payment. It is always your responsibility to ensure payments are made and/or completed and St. Luke's expressly disclaims any liability for payments missed for any reason.

Types of Payments and Limitations on Payees. You may use the Service to authorize payment from an account that you designate and which is available for payments to St. Luke's.

Charges. As a customer of the Service, St. Luke's will not charge you for receiving a bill electronically or for payment authorizations that you choose to send electronically.

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Assignment. You may not assign this Agreement to any other party. St. Luke's may assign this Agreement to any future, directly or indirectly, affiliated company. St. Luke's may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General. This Agreement is governed and shall be construed in accordance with the laws of the State of Idaho, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between St. Luke's and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.