

Terms and Conditions

www.credyapp.com

These Terms and Conditions (“Terms”) are entered into by and between you and WCH Service Bureau, Inc. (“WCH,” “we,” “us,” or “our”). These Terms, together with our Privacy Policy and any applicable written agreement, subscription agreement, license agreement, order form, payment authorization, or business associate agreement, govern your access to and use of www.credyapp.com, CredyApp®, and related websites, software, platforms, services, tools, features, content, and functionality (collectively, the “Website,” “Platform,” “Service,” or “CredyApp®”).

Please read these Terms carefully before using the Website or Platform. By accessing or using the Website, Platform, or Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Website, Platform, or Service.

1. CredyApp® Platform

CredyApp® is a credentialing and workflow management platform designed to assist users with credentialing, re-credentialing, provider profile management, status tracking, notifications, reporting, workflow visibility, and related administrative functions.

CredyApp® may also include forecasting, analytics, reporting, and other functionality intended to support credentialing operations and improve workflow management.

CredyApp® is provided for business and professional use only. It is not intended for consumer, personal, household, emergency, medical treatment, clinical decision-making, or patient care purposes.

2. Relationship to Written Agreements

Certain users may access CredyApp® pursuant to a separate Software License Agreement, subscription agreement, service agreement, order form, payment authorization, Business Associate Agreement, or other written agreement with WCH.

If there is a conflict between these Terms and a separately executed written agreement between WCH and the applicable user or customer, the written agreement shall control with respect to the conflicting provision.

If there is a conflict between these Terms and an applicable Business Associate Agreement, the Business Associate Agreement shall control with respect to protected health information (“PHI”).

3. Eligibility and Authorized Use

You may use the Website, Platform, and Service only for lawful business purposes and only in accordance with these Terms, the Privacy Policy, and any applicable agreement with WCH.

You agree not to use the Website, Platform, or Service:

- for any illegal, fraudulent, abusive, harmful, or unauthorized purpose;
- in any manner that violates applicable law, regulation, payer requirement, contractual obligation, or third-party right;
- to upload, transmit, or store information you are not authorized to use or disclose;
- to interfere with, disrupt, damage, or impair the Platform or related systems;
- to attempt to gain unauthorized access to any account, data, system, network, or software;
- to copy, reproduce, modify, reverse engineer, decompile, scrape, or misuse any part of the Platform;
- to rent, lease, sublicense, sell, assign, transfer, or commercially exploit access to CredyApp® except as expressly authorized by WCH in writing.

4. User Accounts and Login Credentials

Users may be required to create or receive usernames, passwords, access codes, or other login credentials.

You are responsible for maintaining the confidentiality of your login credentials and for all activity occurring under your account. You may not share login credentials with unauthorized persons or permit unauthorized third parties to access CredyApp®.

You must promptly notify WCH if you become aware of any unauthorized access, suspected breach, loss, theft, disclosure, or misuse of login credentials.

WCH may suspend or terminate access if it reasonably believes that login credentials have been compromised or that account activity presents a security, legal, compliance, or operational risk.

5. User Representations

By using the Website, Platform, or Service, you represent and warrant that:

- all registration, account, billing, provider, credentialing, and other information submitted by you is true, accurate, current, and complete;
- you will promptly update information as necessary;
- you have the authority to submit information to WCH and to use the Platform on behalf of the applicable individual, provider, practice, entity, or organization;
- your use of the Website, Platform, and Service will comply with all applicable laws, regulations, payer rules, and contractual obligations;
- you will not use the Platform for any unauthorized or unlawful purpose.

If WCH determines that information submitted by you is inaccurate, incomplete, misleading, unauthorized, or unlawful, WCH may suspend or terminate access and refuse current or future use of the Website, Platform, or Service.

6. User Content and Submitted Information

You are responsible for all information, documents, data, files, provider records, payer information, workflow data, billing information, communications, and other content that you submit, upload, transmit, store, or maintain through the Platform (“User Content”).

You retain responsibility for the accuracy, completeness, legality, and authorization of all User Content.

You grant WCH a limited right to access, use, process, transmit, maintain, display, and store User Content as reasonably necessary to provide, operate, support, secure, maintain, improve, and administer the Website, Platform, and Service, and as otherwise permitted by applicable agreements and law.

7. Credentialing Data and Workflow Information

CredyApp® may process credentialing and workflow data, including provider profile information, payer or insurance name, state, work type, application dates, approval dates, re-credentialing dates, credentialing status, task history, user activity, and related administrative information.

WCH may use such information to provide Platform functionality, support credentialing workflows, generate status reports, provide notifications, maintain records, improve the Platform, and support customer service, training, implementation, analytics, and related business operations.

8. AI-Powered Forecasting and Analytics

CredyApp® may include AI-powered forecasting, predictive, reporting, or analytics functionality designed to estimate credentialing and re-credentialing timelines, improve workflow visibility, and support platform performance.

WCH may access, collect, process, analyze, aggregate, and de-identify non-sensitive workflow data within CredyApp® as reasonably necessary to operate, maintain, improve, and enhance these features.

WCH does not sell such data. WCH does not use such data to develop unrelated products, external artificial intelligence models, or generalized machine-learning systems outside the CredyApp® environment.

Forecasting, predictive, or analytics outputs are estimates only and are not guarantees of payer response time, credentialing approval, re-credentialing approval, enrollment success, contracting success, reimbursement, payer participation, or any other outcome.

9. HIPAA and Protected Health Information

CredyApp® is intended primarily for credentialing and administrative workflow purposes. Users should not submit protected health information (“PHI”) unless such submission is necessary, authorized, and covered by an applicable Business Associate Agreement or other legally sufficient arrangement.

Where WCH creates, receives, maintains, or transmits PHI on behalf of a covered entity or another business associate, WCH will handle such PHI in accordance with applicable HIPAA requirements and any applicable Business Associate Agreement.

Users are responsible for ensuring that their use of CredyApp®, including any information submitted to the Platform, complies with HIPAA, privacy laws, security obligations, payer requirements, and any applicable internal policies or authorizations.

10. Payment, Subscription, and Billing

Certain features or services may require payment of license fees, subscription fees, implementation fees, renewal fees, convenience fees, late fees, taxes, or other amounts set forth in an applicable agreement, order form, invoice, payment authorization, or schedule.

By submitting payment information or authorizing payment, you authorize WCH and its payment processors to charge the applicable payment method for amounts due in accordance with the applicable agreement and payment terms.

Unless otherwise stated in a written agreement signed by WCH, fees are non-refundable.

Failure to pay amounts when due may result in suspension or termination of access to CredenApp® and may subject the account to late fees, finance charges, collection activity, and any other rights or remedies available to WCH.

11. Intellectual Property Rights

The Website, Platform, Service, CredenApp®, software, source code, object code, databases, functionality, workflows, designs, text, graphics, logos, trademarks, service marks, content, documentation, and all related intellectual property are owned by WCH or its licensors and are protected by applicable intellectual property laws.

Except as expressly authorized by WCH in writing, no part of the Website, Platform, Service, or CredenApp® may be copied, reproduced, modified, republished, uploaded, posted, displayed, encoded, translated, transmitted, distributed, sold, licensed, reverse engineered, decompiled, or otherwise exploited.

Your access to CredenApp® is a limited right to use the Platform in accordance with these Terms and any applicable agreement. No ownership rights are transferred to you.

12. Platform Updates and Modifications

WCH may modify, update, enhance, suspend, discontinue, or otherwise change the Website, Platform, Service, features, functionality, documentation, pricing, and related terms from time to time.

WCH may provide notice of material changes by email, in-platform notice, website posting, or other commercially reasonable means.

Your continued access to or use of the Website, Platform, or Service after notice or posting of updated terms constitutes acceptance of the updated terms, unless a separately signed agreement provides otherwise.

13. Third-Party Services and Links

The Website or Platform may contain links to or integrations with third-party websites, portals, systems, processors, vendors, tools, or services.

WCH is not responsible for the content, security, availability, performance, privacy practices, or terms of any third-party service. Your use of third-party services may be governed by separate terms and policies of those third parties.

14. Security

You agree to use reasonable security procedures when accessing or using CredenApp®, including protecting login credentials, limiting access to authorized users, maintaining secure systems, and promptly reporting suspected unauthorized access or security incidents.

WCH maintains reasonable administrative, technical, and physical safeguards designed to protect the Website, Platform, and information processed through the Service. However, no system or transmission method is completely secure, and WCH cannot guarantee absolute security.

15. Suspension and Termination

WCH may suspend or terminate your access to the Website, Platform, or Service, in whole or in part, if WCH reasonably determines that:

- you violated these Terms, the Privacy Policy, or any applicable agreement;
- you failed to pay amounts when due;
- your use creates a legal, security, regulatory, payer, operational, or reputational risk;
- your account or credentials may have been compromised;
- your use is unlawful, unauthorized, abusive, fraudulent, or harmful;
- suspension or termination is required by law, regulation, court order, payer requirement, or third-party obligation.

Upon suspension or termination, your right to access and use CredenApp® may immediately cease. Suspension or termination does not relieve you of payment obligations or other obligations accrued before suspension or termination.

16. Disclaimers

The Website, Platform, Service, CredenApp®, content, features, reports, notifications, analytics, forecasting outputs, and related materials are provided “as is” and “as available,” to the maximum extent permitted by law.

WCH does not warrant that the Website, Platform, or Service will be uninterrupted, error-free, secure, virus-free, or that defects will be corrected.

WCH does not guarantee credentialing approval, payer enrollment, payer contracting, re-credentialing approval, reimbursement, payer response timelines, provider participation, or any business, financial, operational, regulatory, or clinical outcome.

No oral or written information, recommendation, forecast, report, training, support communication, or advice provided by WCH shall create any warranty not expressly stated in a written agreement signed by WCH.

17. No Legal, Medical, Tax, Accounting, or Clinical Advice

The Website, Platform, Service, reports, training, support, forecasting, and related materials are provided for administrative, operational, credentialing, billing, workflow, informational, and educational purposes.

WCH does not provide legal, medical, tax, accounting, clinical, or professional advice through the Website or Platform unless expressly agreed in a separate written agreement signed by WCH and provided by a properly authorized professional.

Users are responsible for obtaining independent professional advice when needed.

18. Limitation of Liability

To the maximum extent permitted by law, WCH shall not be liable for any indirect, incidental, special, consequential, exemplary, punitive, economic, or similar damages, including lost profits, lost revenue, loss of business opportunity, loss of data, business interruption, system interruption, or reputational harm, arising out of or relating to the Website, Platform, Service, CredyApp®, or these Terms.

WCH shall not be liable for losses or damages caused by unauthorized access, viruses, distributed denial-of-service attacks, third-party systems, telecommunications failures, internet failures, payer systems, user error, inaccurate user-submitted information, or matters outside WCH's reasonable control.

To the maximum extent permitted by law, WCH's total liability arising out of or relating to the Website, Platform, Service, CredyApp®, or these Terms shall not exceed the amount actually paid to WCH by the applicable user or customer for the specific Service giving rise to the claim during the three (3) months preceding the event giving rise to liability, unless a separate written agreement provides otherwise.

19. Indemnification

You agree to defend, indemnify, and hold harmless WCH, its affiliates, officers, directors, employees, contractors, agents, licensors

20. Contact Information

For questions, comments, notices, concerns, technical assistance requests, or other communications relating to these Terms and Conditions, the Website, Platform, or CredyApp®, please contact:

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