

TERMS OF USE

Encompass Health Solutions, Inc.

www.encompasswc.com

Effective Date: September 14, 2026 | Last Updated: September 14, 2026

These Terms of Use (“Terms”) govern your access to and use of www.encompasswc.com and any webpages, content, forms, features, or resources made available through it (collectively, the “Website”). The Website is owned and operated by Encompass Health Solutions, Inc. (“Encompass,” “we,” “us,” or “our”).

Please read these Terms carefully. By accessing or using the Website, you acknowledge these Terms. If you submit a form or otherwise take an action for which the Website specifically asks you to agree to these Terms, your affirmative agreement will also apply to that submission or action.

These Terms apply only to use of the Website. They do not replace or modify any separate agreement between Encompass and a client, customer, vendor, provider, injured worker, employer, insurer, claims administrator, or other party.

1. Informational Purpose Only

The Website provides general information about Encompass, our workers’ compensation services, and related topics. Website content is provided for general informational purposes only and is not intended to be, and should not be relied upon as, medical, legal, claims-handling, insurance, or other professional advice.

Nothing on the Website is intended to substitute for advice from an appropriately qualified healthcare provider, attorney, claims professional, or other professional familiar with the facts and circumstances of a particular matter.

2. No Medical Treatment, Professional Relationship, or Case Acceptance

Encompass does not provide emergency medical services, medical diagnosis, or medical treatment through this Website.

Accessing the Website, sending an email, submitting a contact form, or otherwise communicating through the Website does not by itself create a nurse-patient, physician-patient, attorney-client, fiduciary, contractual, or other professional relationship with Encompass or any member of its workforce.

Submitting information through the Website also does not mean that Encompass has accepted a referral, agreed to provide services, undertaken responsibility for a claim or case, or agreed to meet any deadline. A referral or service relationship is established only when accepted by Encompass through the applicable referral, contracting, or service process.

3. Emergencies and Time-Sensitive Matters

Do not use the Website or its general contact forms for medical emergencies or urgent medical needs. If you are experiencing a medical emergency, call 911 or seek appropriate emergency medical care.

Do not rely on a Website submission to satisfy a statutory, regulatory, contractual, utilization review, claims, appeal, authorization, or other time-sensitive deadline unless Encompass has expressly designated the applicable Website feature as an authorized submission method for that purpose.

4. Sensitive Medical, Claim, and Personal Information

General Website contact and feedback forms are intended for general inquiries. Do not submit medical records, medical information, workers' compensation claim information, Social Security numbers, financial account information, or other sensitive or confidential information through a general contact or feedback form.

If you need to submit information regarding an existing workers' compensation matter, utilization review request, nurse case management referral, or other Encompass service, use the secure submission method provided or designated by Encompass.

Information submitted through an authorized secure channel may be subject to additional federal or state privacy, confidentiality, workers' compensation, contractual, or security requirements. Please review our Privacy Policy for information about data collected through the Website.

5. Workers' Compensation and Utilization Review Information

Information on the Website concerning workers' compensation case management, utilization review, employee advocate services, treatment processes, return-to-work issues, or related subjects is general in nature. Requirements and outcomes may vary based on applicable law, jurisdiction, client program requirements, medical information, claim circumstances, and other case-specific factors.

Any utilization review plan, accreditation information, program description, form, guidance, or other material made available through the Website is provided for informational or operational use as indicated. If there is a conflict between Website content and an applicable law, regulation, formal client agreement, approved plan, written service instruction, or official program document, the controlling law, agreement, plan, instruction, or document will govern.

Encompass does not guarantee any particular medical, claim, utilization review, return-to-work, financial, or legal outcome.

6. Permitted Use of the Website

You may use the Website for lawful, legitimate informational and business purposes. You agree not to use the Website in a way that violates applicable law, infringes the rights of others, interferes with Website operation or security, or attempts to gain unauthorized access to any system, account, data, or restricted area.

Without limiting the foregoing, you may not:

- Use automated means to access, scrape, harvest, copy, or extract Website content or data in a manner that imposes an unreasonable burden on the Website or circumvents access controls;
- Introduce malware, malicious code, or other harmful technology;
- Attempt to probe, scan, test, disable, or compromise Website security or functionality;
- Impersonate another person or misrepresent your affiliation or authority;
- Use Website content in a misleading, unlawful, defamatory, infringing, or fraudulent manner; or
- Use the Website to transmit unsolicited commercial communications, unlawful material, or content that violates another person's rights.

7. Intellectual Property

The Website and its content, including text, graphics, logos, photographs, design elements, downloadable materials, and other original content, are owned by or licensed to Encompass and are protected by applicable intellectual property laws.

You may view, download, and print Website materials for your personal or legitimate internal business use, provided that you do not remove copyright, trademark, or other proprietary notices. Except as permitted by

law or with Encompass's prior written permission, you may not reproduce, distribute, modify, publish, display, sell, license, create derivative works from, or commercially exploit Website content.

The Encompass name, logos, service names, and related marks may not be used in a manner that suggests sponsorship, endorsement, affiliation, or approval without prior written permission.

8. Third-Party Links and Resources

The Website may contain links to third-party websites, portals, resources, or services. Those links are provided for convenience and do not necessarily constitute endorsement or approval by Encompass.

Encompass does not control and is not responsible for the availability, accuracy, content, privacy practices, security, products, services, or other practices of third-party sites or services. Your use of a third-party site or service is subject to that third party's terms and policies.

9. Website Availability and Changes

We may modify, suspend, discontinue, restrict, or update all or part of the Website at any time. We do not guarantee that the Website or any particular content or feature will always be available, uninterrupted, current, complete, secure, or error-free.

We may correct errors or omissions and update Website content without prior notice. Website content should not be treated as an archival record unless expressly identified as such.

10. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ENCOMPASS DISCLAIMS ALL WARRANTIES THAT MAY LAWFULLY BE DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Encompass does not warrant that the Website will be uninterrupted, error-free, free of harmful components, or that Website content will be complete, accurate, current, or suitable for any particular purpose. Nothing in these Terms excludes or limits a warranty or right that cannot lawfully be excluded or limited.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, ENCOMPASS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, ENCOMPASS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE WEBSITE OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US \$100), EXCEPT TO THE EXTENT A DIFFERENT LIMIT IS REQUIRED BY APPLICABLE LAW.

These limitations apply only to claims arising from Website use and do not alter any rights, remedies, responsibilities, or liability limits established in a separate written agreement with Encompass.

12. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Encompass and its officers, directors, employees, agents, and affiliates from claims, liabilities, damages, losses, and reasonable costs arising from your unlawful use of the Website, your material violation of these Terms, or your infringement of

another person's rights. This section does not require indemnification for conduct for which indemnification may not lawfully be required.

13. Privacy

Your use of the Website is also subject to the Encompass Website Privacy Policy, which describes how we collect, use, disclose, and protect personal information collected through the Website. The Privacy Policy is incorporated into these Terms by reference for purposes of Website use.

14. Accessibility

Encompass is committed to providing a Website that is accessible to a broad audience. Information about accessibility assistance and how to report an accessibility issue is available in our Accessibility Statement. If you have difficulty accessing Website content, please contact us using the information below so we can provide assistance or an alternative means of access where reasonably available.

15. Governing Law and Venue

These Terms and disputes arising specifically from use of the Website are governed by the laws of the State of California, without regard to conflict-of-law principles, except to the extent another law must apply.

Subject to applicable law and any controlling separate written agreement with Encompass, any legal action arising specifically from Website use or these Terms shall be brought in a state or federal court of competent jurisdiction located in Sacramento County, California. You and Encompass consent to the personal jurisdiction of those courts for such matters.

16. Changes to These Terms

We may update these Terms from time to time to reflect changes in the Website, our practices, or applicable requirements. When we make changes, we will post the updated Terms on this page and revise the "Last Updated" date above. Material changes may also be communicated through the Website or by other appropriate means.

Your continued use of the Website after updated Terms are posted constitutes acknowledgment of the updated Terms. Where affirmative consent is required by law or is necessary to form an enforceable agreement for a particular transaction or feature, Encompass may request that consent separately.

17. Severability; No Waiver

If any provision of these Terms is held to be unlawful, invalid, or unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will remain in effect.

Encompass's failure to enforce any provision of these Terms does not waive its right to enforce that or any other provision later.

18. Contact Us

Questions regarding these Terms or the Website may be directed to:

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PO Box 7140
Folsom, CA 95763-7140

Telephone: (888) 822-7211
Email: info@encompasswc.com
Website: www.encompasswc.com