

*Last Updated: May 20, 2025*

These Terms and Conditions ("Terms") govern your access to and use of NPIVerify, an online tool that allows users to input National Provider Identifier (NPI) numbers for US medical practitioners to retrieve Office of Inspector General (OIG), Provider Enrollment, Chain, and Ownership System (PECOS), and state license information ("Service"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

## **1. Introduction**

1.1 NPIVerify is provided by Alertcloud LLC, a Wyoming entity ("we," "us," or "our"). The Service enables users to query NPI numbers to access publicly available information from the National Plan and Provider Enumeration System (NPPES) registry, including OIG, PECOS, and state license data.

If state license information is unavailable, users will receive a link to the relevant state-level database for manual searching.

1.2 These Terms constitute a legally binding agreement between you ("User," "you," or "your") and us. By using the Service, you confirm you are at least 18 years old and have the legal capacity to enter into these Terms.

## **2. Permission to Use the Service**

2.1 We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for personal, non-commercial purposes, subject to these Terms.

2.2 You may input NPI numbers to retrieve available OIG, PECOS, and state license information. If state license data is unavailable, the Service will provide a link to the relevant state database. You are solely responsible for any actions taken based on the information provided.

2.3 You must comply with all applicable federal, state, and local laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), when using the Service.

## **3. Misuse of the Service**

3.1 You must not:

- (a) Use the Service for any illegal, fraudulent, or unauthorized purpose, including but not limited to harassment, stalking, or impersonation.
- (b) Attempt to gain unauthorized access to the Service, its systems, or networks.
- (c) Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, including its content, without our prior written consent.
- (d) Use automated tools, such as bots or scrapers, to access or collect data from the Service.
- (e) Interfere with or disrupt the Service, including by transmitting viruses, malware, or other harmful code.

3.2 Any violation of this section may result in immediate termination of your access to the Service and potential legal action.

## **4. Medical Information**

4.1 The Service provides information for informational purposes only and does not constitute medical advice, diagnosis, or treatment.

The information is sourced from the NPPEs, PECOS, OIG and from State databases, and may contain errors, omissions, incomplete or outdated information.

4.2 You must not rely on the Service for medical, legal, or professional decisions. Always consult a qualified health care professional for medical advice and independently verify critical information obtained through the Service.

## **5. Payment (Prepaid)**

5.1 The Service offers a prepaid subscription plan ("Prepaid Plan") that provides access for a specified period (e.g., monthly, quarterly, or annually) upon payment in advance.

5.2 You must pay the full subscription fee for the selected Prepaid Plan at the time of purchase using an approved payment method (e.g., credit card, debit card, or other methods we designate). All fees are quoted in US dollars and are exclusive of applicable taxes, which you are responsible for paying.

5.3 Access to the Service under a Prepaid Plan begins once payment is successfully processed and continues for the duration of the prepaid period. No access will be granted until payment is received in full.

5.4 Prepaid Plans do not automatically renew. To continue using the Service after the prepaid period expires, you must purchase a new Prepaid Plan or enroll in an Ongoing Plan (see Section 4).

5.5 Failure to pay the required fees will result in immediate suspension or termination of your access to the Service.

## **6. Payment (Ongoing)**

6.1 The Service offers an ongoing subscription plan ("Ongoing Plan") that provides continuous access to the Service, billed on a recurring basis (e.g., monthly or annually) until canceled by you or terminated by us.

6.2 By enrolling in an Ongoing Plan, you authorize us to charge your designated payment method automatically at the start of each billing cycle. You must provide and maintain valid payment information to ensure uninterrupted access.

6.3 All fees for Ongoing Plans are quoted in US dollars and are exclusive of applicable taxes, which you are responsible for paying. We may adjust subscription fees at any time, with notice provided at least 30 days before the change takes effect. Your continued use of the Service after a fee change constitutes acceptance of the new fees.

6.4 If a payment fails (e.g., due to an invalid payment method or insufficient funds), we may suspend your access to the Service until payment is successfully processed. You remain liable for any outstanding amounts.

6.5 To cancel an Ongoing Plan, you must notify us through the Service's account settings or by contacting us at the contact information provided in Section 17 at least 24 hours before the next billing cycle. Cancellation will take effect at the end of the current billing cycle, and no further charges will be applied.

## **7. Refund Policy**

7.1 All payments for Prepaid Plans and Ongoing Plans are non-refundable, except as expressly stated in these Terms or required by applicable law.

7.2 No refunds will be issued for:

- (a) Partial or unused portions of a Prepaid Plan or Ongoing Plan.
- (b) Cancellation of an Ongoing Plan after the start of a billing cycle.
- (c) Your dissatisfaction with the Service, including but not limited to data inaccuracies, unavailability of specific state license information, or Service interruptions.

7.3 In exceptional cases, we may, at our sole discretion, issue a refund if you contact us within 7 days of your initial purchase of a Prepaid Plan or the first billing of an Ongoing Plan, and only if you have not used the Service during that period. Refund requests must be submitted in writing to the contact information provided in Section 17.

7.4 Refunds, if approved, will be processed to the original payment method within 30 days. You are responsible for any transaction fees or costs associated with the refund.

7.5 If a refund is required by law, we will comply with such obligations, but only to the minimum extent required.

## **8. Limited Warranties**

5.1 The Service is provided "as is" and "as available," with no warranties of any kind, express or implied, including but not limited to warranties of accuracy, completeness, timeliness, reliability, or fitness for a particular purpose.

5.2 We do not guarantee that:

- (a) The Service will meet your requirements or expectations.
- (b) The information provided, including OIG, PECOS, or state license data, is accurate, complete, or up-to-date.
- (c) The Service will be uninterrupted, secure, or error-free.
- (d) The service will be available in all states at all times.

5.3 All data is sourced from the NPPES registry, which is self-reported by practitioners or from state-level databases, which are managed and updated by 3rd parties. We are not responsible for any errors, omissions, or inaccuracies in the data.

## **9. Limitations and Exclusions of Liability**

6.1 To the fullest extent permitted by law, we, our affiliates, officers, directors, employees, and agents will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising from:

- (a) Your use of or inability to use the Service.
- (b) Errors, inaccuracies, or omissions in the information provided.
- (c) Any decisions or actions taken based on the Service's information.
- (d) Unauthorized access to or alteration of your data.

6.2 Our total liability, if any, will not exceed \$100 USD, regardless of the cause of action.

## **10. Third-Party Websites**

7.1 The Service may provide links to third-party websites, such as state-level databases, for

manual searches when state license information is unavailable. These websites are not owned, controlled, or operated by us.

7.2 We are not responsible for the content, accuracy, availability, or privacy practices of third-party websites. You access these links at your own risk and should review their terms and policies.

## **11. Acceptable Use and User Restrictions**

8.1 You must use the Service in a lawful, ethical, and responsible manner. Prohibited activities include, but are not limited to:

- (a) Using the Service to harm, threaten, or defame others.
- (b) Engaging in data mining, harvesting, or similar activities.
- (c) Attempting to bypass any security measures of the Service.

8.2 You may not use the Service in any way that suggests endorsement by us, the NPPES, or any third-party data provider.

## **12. Intellectual Property Rights**

9.1 The Service, including its design, layout, and compilation of data, is protected by copyright, trademark, and other intellectual property laws. All rights not expressly granted herein are reserved by us.

9.2 You may access and view the Service's content for personal use but must not reproduce, distribute, modify, or create derivative works from any part of the Service without our prior written consent, except as permitted by law.

## **13. Indemnification**

10.1 You agree to indemnify, defend, and hold harmless us, our affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising from:

- (a) Your use of the Service.
- (b) Your violation of these Terms.
- (c) Your infringement of any third-party rights, including intellectual property or privacy rights.

## **14. Termination**

11.1 We may suspend or terminate your access to the Service at any time, with or without notice, for any reason, including but not limited to violation of these Terms.

11.2 Upon termination, your right to use the Service ceases immediately, and you must stop all access and use.

## **15. Changes to the Service**

12.1 We may modify, suspend, or discontinue the Service, in whole or in part, at any time without notice or liability.

12.2 We may impose limits on certain features or restrict access to parts of the Service without notice or liability.

## **16. Changes to the Terms**

13.1 We may update these Terms at any time without prior notice. The updated Terms will be effective upon posting on the Service.

13.2 Your continued use of the Service after changes are posted constitutes your acceptance of the revised Terms. You are responsible for periodically reviewing the Terms for updates.

## **17. Governing Law**

14.1 These Terms are governed by the laws of the State of Wyoming, without regard to its conflict of law principles.

14.2 Any disputes arising from these Terms or your use of the Service will be resolved exclusively in the state or federal courts located in [Insert County, e.g., New Castle County], Wyoming. You consent to the personal jurisdiction of such courts.

## **18. Privacy**

15.1 The Service does not collect or store personally identifiable information from users. NPI numbers entered are used solely to query public data from the NPPES registry and are not shared with third parties.

15.2 For more details, please review our Privacy Policy [insert link, if applicable].

## **19. Contact Information**

16.1 For questions, concerns, or complaints about the Service or these Terms, please contact us at:

Alertcloud LLC

info@alertcloud.com

16.2 We will respond to inquiries as soon as reasonably practicable.

## **20. Miscellaneous**

17.1 These Terms constitute the entire agreement between you and us regarding the Service, superseding any prior agreements.

17.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

17.3 Our failure to enforce any right or provision of these Terms does not constitute a waiver of such right or provision.

17.4 You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations without restriction.