

WCC CompHub Terms of Service

The State of Maryland Workers' Compensation Commission and its agents, contractors, sub-contractors, and third-party service providers (collectively, "WCC") provides CompHub as a service for registered users ("subscribers") to facilitate the filing and adjudication of workers' compensation claims, and to provide other services related to workers' compensation benefits.

CompHub and any materials for viewing or download only are available on the terms and conditions described below, which are intended to be legally binding on (1) those who register as subscribers, and (2) those who seek to access the data collected herein to facilitate the filing and adjudication of workers' compensation claims, and to provide other services related to workers' compensation benefits (hereinafter collectively referred to as you).

YOU MUST AGREE TO THESE TERMS OF SERVICE TO USE COMPHUB

By using or registering on CompHub you agree to these terms and conditions ("Terms of Service") and the State of Maryland Central Privacy Statement (https://www.maryland.gov/pages/privacy_security.aspx#gsc.tab=0). You agree to accept notices electronically. Each time you use CompHub, you reaffirm your acceptance of the then-current Terms of Service. You cannot use, access data, credentials, sign up, or register on CompHub until you have accepted these Terms of Service. If you do not agree to these terms and conditions, do not use CompHub. You may not use CompHub for any illegal or unauthorized purpose.

IMPORTANT - READ CAREFULLY:

YOUR USE OF COMPHUB AND ITS SERVICES AND ASSOCIATED SOFTWARE IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

The State reserves the right to modify or terminate CompHub or its services for any reason, and without notice, without liability to you, or any third party. We also reserve the right to modify these Terms of Use from time to time without notice. You are responsible for regularly reviewing these Terms of Use so that you will be apprised of any changes.

Please read all of the material below and note that a disclaimer of the implied warranties of merchantability, fitness for a particular purpose, and limitation of liability is set forth in the capitalized text below.

OBJECTIVE

CompHub functions as a non-commercial and subscriber-only venue to assist in the registration of subscribers and to facilitate the filing and adjudication of workers'

compensation claims, and to provide other services related to workers' compensation benefits and/or other programs located on CompHub.

CompHub presently limits registration to subscribers authorized by WCC. CompHub confirms the identity of users through the use of email accounts, information provided at the time of registration, and information available to WCC. Submitted information is the responsibility of individual subscribers and their sponsoring organizations or programs. WCC does not accept any responsibility for the information submitted by individuals or their sponsoring organizations.

COMPHUB PRODUCTS

For purposes of these Terms of Service, the term CompHub includes CompHub services, CompHub and all other software, features, tools, web sites, and services provided by or through CompHub by WCC.

ADDITIONAL TERMS AND CONDITIONS FOR OTHER SERVICES OR PRODUCTS

You agree and understand that certain products, features, and services offered by or through CompHub (including other services from WCC) may be subject to additional terms and conditions or registration requirements.

You agree to abide by these additional terms, and you further agree that a violation of those terms while you are accessing the data and or services through CompHub shall constitute a breach of these Terms of Service.

MODIFICATIONS TO THE TERMS OF SERVICE

WCC, through CompHub, may change the Terms of Service at any time and in its sole discretion. The modified Terms of Service will be effective immediately upon posting and you agree to the new posted Terms of Service by continuing your use of CompHub. If you do not agree with the modified Terms of Service, your only remedy is to discontinue using CompHub and cancel your registration.

REQUIREMENTS FOR USE OR REGISTRATION ON COMPHUB, ITS DATA, AND PRODUCTS

CompHub is open to individual subscribers approved for participation by WCC. By registering on CompHub and using CompHub you represent and warrant that you are eligible to register as a subscriber based upon your ROLE in the filing and adjudication of workers' compensation claims, or the provision of other services related to workers' compensation benefits. Legacy users of WFMS migrated to CompHub without the need to register again are considered "registered" for the purposes of CompHub.

RESPONSIBILITY FOR CONTENT OF YOUR INFORMATION PROFILE AND ACTIVITY UNDER YOUR USERNAME

You represent and warrant that you have adequate legal capacity to enter into binding agreements such as these Terms of Service. Some parts of CompHub may require the user to register and provide information to CompHub, including personally identifiable information, financial information, and medical information. This information may include, depending on your ROLE, name, address, email address, gender, date of birth, Driver's License information, insurance policy number, proof of professional licensure, DEA license number, medical board certification, active clinical practice status, active clinical privileges, and any other credentialing information (hereinafter, all the foregoing will collectively be referred to as Subscriber Registration Information) as may be deemed necessary by WCC.

If you register on CompHub, you agree to provide accurate and complete Subscriber Registration Information and you agree to keep such information current.

As part of the registration process, you will be asked to provide a username and password. You will be responsible for all activities occurring under your username and for keeping your password secure.

By successfully accepting the Terms of Service and completing the Subscriber Registration Information, and receiving confirmation from WCC, you will be a subscriber on CompHub and have an information profile ("Profile") which you can access online with your username and password. Your username and password are required to access CompHub. When you complete the registration process, a confirmation email will be sent to you with instructions on how to log in.

You agree that you are solely responsible for the content of all information provided by you. You agree to provide accurate, non-misleading, and complete information in all areas of CompHub and to maintain and update such information in order to maintain its honesty, accuracy, and completeness. At any time, you may update information regarding your Profile. Whenever you post any information on or to CompHub, you agree to provide accurate and complete information.

You agree:

- Not to post any false, misleading, discourteous, unprofessional or inappropriate information to CompHub;
- Not to discuss information in 'restricted' or confidential areas of CompHub which you may have access to;
- Not to use an automated information collection mechanism or manual information collection process to monitor, collect, or copy information contained in CompHub;
- Not to distribute information found on CompHub, except as permitted by law or regulation.

Further, you represent and warrant that you will not do any of the following in connection with CompHub or your use of CompHub:

- Violate, intentionally or unintentionally, any applicable local, state, national, or international law or regulation;
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.
- Upload, post, or transmit any information that you do not have the right to post or transmit under any law, contractual duty, or fiduciary relationship, including but not limited to inside information, proprietary and confidential information learned as part of employment contract, or information learned under a power of attorney or nondisclosure agreement, or obtained in a wrongful manner;
- Upload, post, or transmit any information that is unlawful, untrue, fraudulent, harassing, libelous, defamatory, abusive, tortuous, threatening, harmful (including but not limited to viruses, Trojan horses, time bombs, cancel bots, corrupted files, or any other programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system data or information), or is otherwise objectionable;
- Access, view, or download any information that you do not have the right to post or transmit under any law, contractual duty, or fiduciary relationship, including but not limited to inside information, proprietary, and confidential information learned as part of employment contract, or information learned under a power of attorney or nondisclosure agreement, or obtained in a wrongful manner;
- Access, tamper with, or use areas of CompHub you are not strictly authorized to access (Unauthorized individuals attempting to access these areas of CompHub may be subject to prosecution);
- Do anything which would create or impose an unreasonable or disproportionately large burden or load on CompHub;
- Frame or link to CompHub except as permitted in writing by WCC;
- Impersonate any person or entity, falsely state your identity, or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

WCC and/or your program administrators reserve the right to revoke your account upon the discovery that the information you have provided is intentionally misleading, not true, not complete, or not accurate.

NOTIFICATION OF SECURITY BREACH

In the event of a breach of the security of a system used or maintained by the Subscriber, including the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the personal information maintained by the Subscriber, the Subscriber shall notify WCC to ensure that the Subscriber's CompHub account has not been compromised. The notification is in addition to any requirements of Md. Code Ann., Com. Law § 14-3504.

REGISTERED USER INFORMATION

The State of Maryland Central Privacy Statement explains how the State, and by extension CompHub, collects and uses information you have provided or seek to access. You consent to CompHub using your Subscriber Registration Information and other information collected by CompHub under the State of Maryland Central Privacy Statement.

By registering with or using CompHub, you consent to the collection and use of your Subscriber Registration Information and the transfer of this information to WCC and authorized third-parties for processing and storage. Additionally, you agree that WCC may use various services or technologies to authenticate you and your identity and credentials on CompHub, help store your Subscriber Registration Information and transaction-related information and enable authorized users to access the information you provide on CompHub as necessary to facilitate the filing and adjudication of workers' compensation claims, and to provide other services related to workers' compensation benefits.

You understand that, at all times, your Subscriber Registration Information and any information that relates to you belongs to WCC and the State of Maryland.

YOUR RESPONSIBILITY

You are responsible for all activity made by you or anyone you allow to provide information on your profile, including your family or friends. You agree to keep confidential the passwords associated with your Subscriber Registration Information.

You may not use CompHub while driving, operating hazardous equipment, or engaging in other forms of hazardous activities.

You are responsible for any materials you post or make available on or through CompHub.

COMMUNICATIONS

You are responsible for obtaining your own Internet access, such as maintaining all telephone, computer hardware, and other equipment needed for access to and use of CompHub, related Products, and all charges related thereto. Any telephone or other

communications charges incurred by you to access CompHub or any Site Products are your responsibility.

YOU MAY USE COMPHUB AND SITE PRODUCTS FOR LAWFUL PURPOSES ONLY

You may use CompHub and Site products for lawful purposes only. You may not post on or transmit through community areas (e.g., message boards, email, calendars) or other means, any material that (1) violates or infringes in any way upon the rights of others, (2) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable, (3) encourages conduct that would constitute a criminal offense, (4) gives rise to civil liability, (5) violates any policies posted in any community areas, or (6) otherwise violates any law. You also may not undertake any conduct that restricts or inhibits any other user from using or accessing the data on CompHub or on any Site Products.

NO UNAUTHORIZED ACCESS

You may not harvest or collect information about CompHub users unless prior written permission is obtained from WCC. You may not harvest or collect information about CompHub users and/or registrants of CompHub or any Site Product for the purpose of sending unauthorized bulk communications. Any violation of these provisions may result in immediate termination of your registration account or access to CompHub Database and further legal action. You agree that WCC may take any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within CompHub's networks.

Unauthorized Access Includes:

Any activities that adversely affect the ability of other people or systems to use CompHub services or the Internet are prohibited.

Use of bots, screen scraping, or similar data gathering and extraction tools on CompHub. Any attempts to use a bot, script, or other data mining tools to repeatedly access CompHub data could place an unacceptable load on the systems, and is strictly forbidden.

Attempting to circumvent user authentication or security of any host, network, or account (aka "hacking\cracking") including, but not limited to, accessing data not intended for the User, logging into a server or account the User is not expressly authorized to access, or probing the security of the servers and networks.

Mail abuse (including, but not limited to, mass mailing unsolicited email and email forgery); Use of CompHub services to provide software or lists for mass mailing unsolicited email is prohibited.

Data Mining and Denial of Service Prohibited

CompHub is intended for use by the general public. Any activity or operation, whether generated automatically or manually, that results in or has the potential to result in denial or decrease of service for other customers may be denied access to CompHub without notice. Due to limitations of equipment and bandwidth, CompHub is not intended to be a source for bulk downloads of CompHub data. Anyone using data mining software will have access blocked.

RESTRICTIONS ON ACCESS TO OR USE OF COMPHUB AND SITE PRODUCTS

You may access CompHub and Site Products only through the interfaces and protocols provided or authorized by WCC. You agree that you will not access CompHub or Site Products through unauthorized means, such as unlicensed software clients, and that you will only use CompHub and Site Products in conjunction with WCC's authorized products and components. Any attempt to circumvent user authentication or security of any host, network or account is prohibited.

EXPORT RESTRICTIONS

You acknowledge that CompHub, or any use of any Site Product thereof, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer, or disclose any portion of CompHub or Site products or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

NO RESALE OF SITE OR SITE PRODUCTS

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of CompHub or Site Products, or access to CompHub or Site Products.

INJUNCTIVE RELIEF

You acknowledge that any use of CompHub contrary to this Agreement, or any transfer, sublicensing, copying, or disclosure of technical information or materials related to CompHub or Site Products may cause irreparable injury to WCC and its agents, contractors, sub-contractors, third party service providers, affiliates, and any other party authorized to resell, distribute, or promote CompHub, or Site Products. Under such circumstances WCC and its agents, contractors, sub-contractors, third party service providers, and affiliates will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

LIMITATION ON SUPPORT BY WCC ON COMPHUB

You understand that your use of CompHub and any Site Product is at your own risk and that WCC provides no assistance other than the information posted on CompHub. WCC is under no obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the Software.

NO ENDORSEMENT

CompHub and Site Products may contain links to other web sites, resources, and advertisers. WCC is not responsible for the availability of these external sites, nor does it endorse, or is it responsible for, the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such external sites.

Under no circumstances shall WCC be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with the use of or reliance on any content, goods or services available on such external sites. You should direct any concerns to such external Site administrator or Webmaster.

DISCLAIMER OF WARRANTY

YOUR USE OF COMPHUB AND SITE PRODUCTS AND SOFTWARE IS AT YOUR SOLE RISK. COMPHUB AND SITE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SPECIFICALLY, WCC DISCLAIMS IMPLIED WARRANTIES THAT COMPHUB AND SITE PRODUCTS AND SOFTWARE ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WCC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN COMPHUB OR SITE PRODUCTS AND SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF COMPHUB OR SITE PRODUCTS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN COMPHUB OR SITE PRODUCTS AND SOFTWARE WILL BE CORRECTED. WCC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF COMPHUB OR SITE PRODUCTS, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. WCC PROVIDES COMPHUB AND SITE PRODUCTS AND SOFTWARE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS OR USE COMPHUB OR SITE PRODUCTS AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT COMPHUB WILL HAVE ADEQUATE CAPACITY FOR SITE PRODUCTS AS A WHOLE.

LIMITATION OF LIABILITY

WCC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH WCC (INCLUDING WITHOUT LIMITATION YOUR USE OF COMPHUB AND SITE PRODUCTS) IS TO DISCONTINUE YOUR USE OF COMPHUB AND SITE PRODUCTS. WCC SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF COMPHUB OR ANY SITE PRODUCT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF COMPHUB OR SITE PRODUCTS. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL OR PERSONAL DAMAGES OR LOSSES, EVEN IF WCC HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, WCC'S LIABILITY IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

WCC DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH COMPHUB OR ANY SITE PRODUCT, AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless WCC, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of CompHub and Site Products. WCC reserves the right, at its own expense and in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

You agree to indemnify and hold harmless WCC for losses incurred by you, any person, private entity, local, state, or federal governmental entity, or another other party due to:

- Damages resulting from an unauthorized person or entity who has obtained your profile information and misused same;
- Damages resulting from your Subscriber Registration Information as a result of your failure to use reasonable care to keep your Subscriber Registration Information confidential;
- Damages resulting from your failure to use reasonable care while using any Site Products.

CHOICE OF LAW AND FORUM

These Terms of Service shall be governed and construed in accordance with the laws of the State of Maryland. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Service or your use of CompHub shall be filed only in the state or federal courts located in the State of Maryland, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. The foregoing provision may not apply to you depending on the laws of your jurisdiction.

WAIVER AND SEVERABILITY

Failure by either party to exercise any of its rights hereunder or to enforce any provision of these Terms of Service will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be amended to achieve, as nearly as possible, the same economic effect of the original provision, and the remainder of this Agreement will remain in full force and effect.

TERMINATION

WCC has the right to terminate your registration and registration account or your access to any Site Products for any reason in WCC's sole discretion, including but not limited to termination, if it considers your use to be unacceptable, or in the event of any breach by you of the Terms of Service (either directly or through breach of any other terms and conditions or operating rules applicable to you). WCC may, but shall be under no obligation to, provide you a warning prior to termination of your use of CompHub or Site Products.

TRADEMARKS

All trademarks appearing on CompHub and on any Site Products are the property of their respective owners.

MISCELLANEOUS

The provisions of these Terms of Service addressing disclaimers of representations and warranties, limitation of liability, indemnity obligations, intellectual property, and governing law shall survive the termination of these Terms of Service, your registration with CompHub and use of any Site Products.

These Terms of Service and any operating rules for any areas of functionality of CompHub and Site Products established by WCC constitute the entire agreement between WCC and you, regarding the subject matter of these Terms of Service, and supersede all previous written or oral agreements. In the event of any inconsistency between these Terms of Service and any such other terms of use or operating rules of a specific Site Product, these Terms of Service will supersede such other Terms of

Service or operating rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

ROLES

1. GENERALLY.

As a Subscriber, if you aren't a party to a claim, you cannot see anything related to the claim except the items available on the public search results unless specifically authorized by the Commission or as required by law or regulation. Complete details as to what information is available is contained in the applicable user manual for each process included in the CompHub system.

For each unique ROLE within CompHub, the following rules apply:

- (1) A Subscriber is prohibited from using CompHub in a manner inconsistent with their ROLE.
- (2) Whenever a Subscriber's ROLE changes, the Subscriber MUST notify WCC IMMEDIATELY.
- (3) The ROLE Subscriber is responsible for all actions and conduct of its PROXY, DESIGNEE or DELEGATE as appropriate.
- (4) If the Subscriber's access is terminated, the access afforded to the Subscriber's PROXY, DESIGNEE or DELEGATE will also be terminated (except when the Subscriber's access is terminated in conjunction with the creation and assignment of a new Subscriber).
- (5) A PROXY, DESIGNEE or DELEGATE shall use his or her individual subscription to access CompHub.
- (6) A PROXY, DESIGNEE or DELEGATE may not use any other Subscriber's account to access CompHub.
- (7) A PROXY, DESIGNEE or DELEGATE shall abide by the terms and conditions of the Subscription.
- (8) A Subscriber may not designate another Subscriber as a PROXY, DESIGNEE or DELEGATE. For example, an ATTORNEY cannot designate another ATTORNEY as a PROXY.

2. DELEGATES, DESIGNEES AND PROXIES.

Delegate

A DELEGATE acts for a Subscriber and a DELEGATE's access is limited by the Role of the Subscriber. If the Subscriber's access is terminated, the access afforded to the

Subscriber's DELEGATE will also be terminated, except when the Subscriber's access is terminated in conjunction with the creation and assignment of a new Subscriber.

Designee (Applicable to Insurers only)

Each insurance carrier authorized to provide workers' compensation insurance in the State of Maryland, each individual employer self-insured, and each governmental group self-insured shall designate and register an authorized, competent individual who knows who is handling and adjusting the claim. And who will manage the insurer email address and manage delegates who may access claim files on behalf of carrier. The INSURER DESIGNEE is responsible to know and keep current the contact information for the insurance carrier and the authorized, competent individual required above. Also, the INSURER DESIGNEE is responsible to maintain access for each of its INSURER DELEGATES.

Proxy (Applicable to Attorneys only)

An ATTORNEY may designate a PROXY to act on behalf of the ATTORNEY. Access to CompHub by an ATTORNEY Proxy is limited to the access available to the ATTORNEY in representing a current client with a claim filed with the Commission.

The ATTORNEY will enter the PROXY information necessary to create the account, then CompHub will send the ID and one-time password to the PROXY to activate the account and change his/her password.

Employer, Vocational Rehabilitation Practitioner, Or Health Care Practitioner Delegate

(1) AN EMPLOYER, VOCATIONAL REHABILITATION PRACTITIONER, or HEALTHCARE PRACTITIONER (the individual authorized to act on behalf of the business entity) may authorize administrative or support staff as the subscriber's DELEGATE.

(2) The EMPLOYER, VOCATIONAL REHABILITATION PRACTITIONER, or HEALTHCARE PROVIDER will enter the DELEGATE information necessary to create the account, then CompHub will send the ID and one-time password to the DELEGATE to activate the account and change his/her password.

(3) Once validated, the EMPLOYER DELEGATE, VOCATIONAL REHABILITATION PRACTITIONER DELEGATE, or HEALTHCARE PRACTITIONER DELEGATE may have access to claim documents to the same extent as the EMPLOYER, VOCATIONAL REHABILITATION PRACTITIONER, or HEALTHCARE PRACTITIONER.

3. ROLES.

The following unique roles are available to subscribers in CompHub. These roles are subject to change:

ATTORNEY

A subscriber with the ATTORNEY ROLE must have entered an appearance on behalf of a client who is a party to the proceeding. Access to CompHub by an ATTORNEY or the ATTORNEY's PROXY is limited to representing a current client with a claim filed with the Commission.

The subscriber's ATTORNEY ROLE terminates when the attorney's appearance terminates.

An ATTORNEY's Role is limited by the ROLE of the ATTORNEY's client.

CLAIMANT

A subscriber with the CLAIMANT ROLE has access to the claimant's own claim file. Use of CompHub by a CLAIMANT represented by an ATTORNEY will be limited.

EMPLOYER

An EMPLOYER has full access to all claim files in which the EMPLOYER is a party. An EMPLOYER that is an organization MUST be represented by an ATTORNEY.

INSURER

(1) An INSURER has full access to all claim files, through its INSURER DESIGNEE, in which the INSURER is a party.

(2) Each carrier authorized to provide workers' compensation insurance in the State of Maryland, each individual employer self-insured, and each governmental group self-insured shall designate and register an individual to (a) handle and adjust each disputed workers' compensation claim for the insurer; and (b) possess the knowledge and experience to handle and adjust each disputed claim using CompHub.

(3) Each insurer shall register with the Commission the name, address, telephone number, and email address of an INSURER DESIGNEE, a designated representative who can identify the competent individual handling and adjusting each disputed claim. The INSURER DESIGNEE has the authority to create, remove, and update INSURER DESIGNEE and INSURER DELEGATE users. Typically, an adjuster will be an INSURER DELEGATE.

HEALTHCARE PROVIDER

A HEALTHCARE PROVIDER means the healthcare organization that provides healthcare through one or more HEALTHCARE PRACTITIONERS. A HEALTHCARE PROVIDER's access to the claim files is permitted only to the extent necessary to provide health care services to the claimant.

HEALTHCARE PRACTITIONER

A HEALTHCARE PRACTITIONER is an individual who provides healthcare. A HEALTHCARE PRACTITIONER's access to the claim files is permitted only to the extent necessary to provide health care services to the claimant.

VOCATIONAL REHABILITATION PRACTITIONER

A VOCATIONAL REHABILITATION PRACTITIONER is an individual who provides vocational rehabilitation services as defined in Labor and Employment Article, §9-670(e), Annotated Code of Maryland and COMAR 14.09.07.01A(19). A VOCATIONAL REHABILITATION PRACTITIONER's access to the claim files is permitted only to the extent necessary to provide vocational rehabilitation services to the claimant.