



# NOTICE OF PRIVACY PRACTICES DISCLAIMER, RELEASE OF LIABILITY, AND INDEMNIFICATION TERMS AND CONDITIONS OF USE

*PLEASE REVIEW CAREFULLY. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.*

## **BACKGROUND**

We at Perigon Health Three Sixty & Perigon Health Pharmacy Three Sixty, are required by law to maintain the privacy of Protected Health Information ("PHI") and to provide you with notice of our legal duties and privacy practices with respect to PHI. References to "Perigon Health Three Sixty," "we," "us," and "our" include Perigon Pharmacy Three Sixty and its parent corporation Perigon Health Three Sixty or subsidiaries. Perigon Pharmacy Three Sixty, its employees, workforce members and members of Perigon Pharmacy Three Sixty's affiliated covered entity who are involved in providing and coordinating health care are all bound to follow the terms of this Notice of Privacy Practices ("Notice"). The members of Perigon Pharmacy Three Sixty's affiliated covered entity will share PHI with each other for the treatment, payment and healthcare operations of the affiliated covered entity and as permitted by HIPAA and this Notice.

PHI is information that may identify you and that relates to your past, present, or future physical or mental health or condition, the provision of healthcare products and services to you or payment for such services. This Notice describes how we may use and disclose PHI about you, as well as how you obtain access to such PHI. This Notice also describes your rights with respect to your PHI. We are required by HIPAA to provide this Notice to you.

Perigon Pharmacy Three Sixty is required to follow the terms of this Notice or any change to it that is in effect. We reserve the right to change our practices and this Notice and to make the new Notice effective for all PHI we maintain. If we do so, the updated Notice will be posted on our website and will be available at our facilities and locations where you receive healthcare products and services from us. Upon request, we will provide any revised Notice to you.

## **HOW WE MAY USE AND DISCLOSE YOUR PHI**

The following categories describe different ways that we use and disclose your PHI. We have provided you with examples in certain categories; however, not every permissible use or disclosure will be listed in this Notice. Note that some types of PHI, such as HIV information, genetic information, alcohol and/or substance abuse records, and mental health records may be subject to special confidentiality protections under applicable state or federal law and we will abide by these special protections. If you would like additional information about special state law protections, you may contact the Perigon Pharmacy Three Sixty Chief Privacy Officer (see contact information below).

### **I. Uses and Disclosures of PHI That Do Not Require Your Prior Authorization**

Except where prohibited by federal or state laws that require special privacy protections, we may use and disclose your PHI for treatment, payment and healthcare operations without your prior authorization as follows:

**Treatment.** We may use and disclose your PHI to provide and coordinate the treatment, medications and services you receive. For example, we may disclose PHI to pharmacists, doctors, nurses, technicians and other personnel involved in your health care. We may also disclose your PHI with other third parties, such as hospitals, other pharmacies and other healthcare facilities and agencies to facilitate the provision of healthcare services, medications, equipment and supplies you may need. This helps to coordinate your care and make sure that everyone who is involved in your care has the information that they need about you to meet your health care needs.

**Payment.** We may use and disclose your PHI in order to obtain payment for the healthcare products and services that we provide to you and for other payment activities related to the services that we provide. For example, we may contact your, hospital, physician or other healthcare payor to determine whether it will pay for healthcare products and services you need and to determine the amount of your co-payment, if any. We will bill your hospital, physician or other healthcare payor for the cost of healthcare products and services we provide to you. The information on or accompanying the bill may include information that identifies you, as well as information about the services that were provided to you or the medications you are taking.

**Healthcare Operations.** We may use and disclose your PHI for our healthcare operations. Health care operations are activities necessary for us to operate our healthcare consulting business. We may use your PHI as part of our efforts to continually improve the quality and effectiveness of the healthcare products and services you receive from Perigon Pharmacy Three Sixty (if any) or Perigon Pharmacy Three Sixty's customers. We may also analyze PHI to improve the quality and efficiency of health care, for example, to assess and improve outcomes for healthcare conditions. We may also disclose your PHI to other HIPAA covered entities that have provided services to you so that they can improve the quality and effectiveness of the healthcare services that they provide. We may use your PHI to create de-identified data, which is stripped of your PHI and no longer identifies you.

**We may also use and disclose your PHI without your prior authorization for the following purposes:**

**Business Associates.** We may contract with third parties to perform certain services for us, such as billing services, copy services or consulting services. These third-party service providers, referred to as Business Associates, may need to access your PHI to perform services for us. They are required by contract and law to protect your PHI and only use and disclose it as necessary to perform their services for us.

**To Communicate with Individuals Involved in Your Care or Payment for Your Care.** We may disclose to a family member, other relative, close personal friend, or any other person you have identified to us, who is directly relevant to that person's involvement in your care or payment related to your care. Additionally, we may disclose PHI to your "personal representative." If a person has the authority by law to make healthcare decisions for you, we will generally regard that person as your "personal representative" and treat him or her the same way we would treat you with respect to your PHI.

**Food and Drug Administration ("FDA").** We may disclose to persons under the jurisdiction of the FDA PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post-marketing surveillance information to enable product recalls, repairs, or replacement.

**Worker's Compensation.** To the extent necessary to comply with law, we may disclose your PHI to worker's compensation or other similar programs established by law.

**Public Health.** We may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, or disability, including the FDA. In certain circumstances, we may also report work-related illnesses and injuries to employers for workplace safety purposes.

**Law Enforcement.** We may disclose your PHI for law enforcement purposes as required or permitted by law: for example, in response to a subpoena or court order, in response to a request from law enforcement, and to report limited information in certain circumstances.

**As Required by Law.** We will disclose your PHI when required to do so by federal, state or local law.

**Health Oversight Activities.** We may disclose your PHI to an oversight agency for activities authorized by law. These oversight activities include audits, investigations, inspections, and credentialing, as necessary for licensure and for the government to monitor the healthcare system, government programs and compliance with civil rights laws.

**Judicial and Administrative Proceedings.** If you are involved in a lawsuit or a dispute, we may disclose your PHI in response to a court or administrative order. We may also disclose your PHI in response to a subpoena, discovery request, or other lawful process instituted by someone else involved in the dispute, but only if efforts have been made, either by the requesting party or us, to first tell you about the request or to obtain an order protecting the information requested.

**Research.** We may use your PHI to conduct research and we may disclose your PHI to researchers as authorized by law. For example, we may use or disclose your PHI as part of a research study when the research has been approved by an institutional review board or privacy board that has reviewed the research proposal and established protocols to ensure the privacy of your information.

**Coroners, Medical Examiners and Funeral Directors.** We may release your PHI to coroners or medical examiners so that they can carry out their duties. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also disclose PHI to funeral directors consistent with applicable law to enable them to carry out their duties.

**Organ or Tissue Procurement Organizations.** Consistent with applicable law, we may disclose your PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

**Notification.** We may use or disclose your PHI to notify or assist in notifying a family member, personal representative, or another person responsible for your care, regarding your location and general condition.

**Disaster Relief.** We may use and disclose your PHI to organizations for purposes of disaster relief efforts.

**Fundraising.** As permitted by applicable law, we may contact you to provide you with information about our fundraising programs. You have the right to "opt out" of receiving these communications and such fundraising materials will explain how you may request to opt out of future communications if you do not want us to contact you further for fundraising efforts.

**Correctional Institution.** If you are or become an inmate of a correctional institution, we may disclose to the institution, or its agents, PHI necessary for your health and the health and safety of other individuals.

**To Avert a Serious Threat to Health or Safety.** We may use and disclose your PHI when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

**Military and Veterans.** If you are a member of the armed forces, we may release PHI about you as required by military command authorities. We may also release PHI about foreign military personnel to the appropriate foreign military authority.

**National Security, Intelligence Activities, and Protective Services for the President and Others.** We may release PHI about you to federal officials for intelligence, counterintelligence, protection of the President, and other national security activities authorized by law.

**Victims of Abuse or Neglect.** We may disclose PHI about you to a government authority if we reasonably believe you are a victim of abuse or neglect. We will only disclose this type of information to the extent required by law, if you agree to the disclosure, or if the disclosure is allowed by law and we believe it is necessary to prevent serious harm to you or someone else.

## II. **Uses and Disclosures of PHI that Require Your Prior Authorization**

**Specific Uses or Disclosures Requiring Authorization.** We will obtain your written authorization for the use or disclosure of psychotherapy notes, use or disclosure of PHI for marketing, and for the sale of PHI, except in limited circumstances where applicable law allows such uses or disclosure without your authorization.

**Other Uses and Disclosures.** We will obtain your written authorization before using or disclosing your PHI for purposes other than those described in this Notice or otherwise permitted by law. You may revoke an authorization in writing at any time. Upon receipt of the written revocation, we will stop using or disclosing your PHI, except to the extent that we have already taken action in reliance on the authorization.

## **YOUR HEALTH INFORMATION RIGHTS**

**Obtain a Paper Copy of the Notice Upon Request.** You may request a copy of our current Notice at any time. Even if you have agreed to receive the Notice electronically, you are still entitled to a paper copy. You may obtain a paper copy at the site where you obtain health care services from us or by contacting the Perigon Pharmacy Three Sixty Chief Privacy Officer, at the address listed below.

**Request a Restriction on Certain Uses and Disclosures of PHI.** You have the right to request additional restrictions on our use or disclosure of your PHI by sending a written request to the Perigon Pharmacy Three Sixty Chief Privacy Officer. We are not required to agree to the restrictions, except in the case where the disclosure is to a health plan for purposes of carrying out payment or healthcare operations, is not otherwise required by law, and the PHI pertains solely to a healthcare item or service for which you, or a person on your behalf, has paid in full.

**Inspect and Obtain a Copy of PHI.** With a few exceptions, you have the right to access and obtain a copy of the PHI that we maintain about you. If we maintain an electronic health record containing your PHI, you have the right to request to obtain the PHI in an electronic format. To inspect or obtain a copy of your PHI, you must send a written request to the Perigon Pharmacy Three Sixty Chief Privacy Officer. You may ask us to send a copy of your PHI to other individuals or entities that you designate. We may deny your request to inspect and copy in certain limited circumstances. If you are denied access to your PHI, you may request that the denial be reviewed.

**Request an Amendment of PHI.** If you feel that PHI we maintain about you is incomplete or incorrect, you may request that we amend it. To request an amendment, you must send a written request to the Perigon Pharmacy Three Sixty Chief Privacy Officer. You must include a reason that supports your request. If we deny your request for an amendment, we will provide you with a written explanation of why we denied it.

**Receive an Accounting of Disclosures of PHI.** With the exception of certain disclosures, you have a right to receive a list of the disclosures we have made of your PHI, in the six years prior to the date of your request, to entities or individuals other than you. To request an accounting, you must submit a request in writing to the Perigon Pharmacy Three Sixty Chief Privacy Officer. Your request must specify a time period.



**Request Communications of PHI by Alternative Means or at Alternative Locations.** You have the right to request that we communicate with you about health matters in a certain way or at a certain location. For instance, you may request that we contact you at a different residence or post office box, or via e-mail or other electronic means. Please note if you choose to receive communications from us via e-mail or other electronic means, those may not be a secure means of communication and your PHI that may be contained in our e-mails to you may not be encrypted. This means that there is risk that your PHI in the e-mails may be intercepted and read by, or disclosed to, unauthorized third parties. To request confidential communication of your PHI, you must submit a request in writing to the Perigon Pharmacy Three Sixty Chief Privacy Officer. Your request must tell us how or where you would like to be contacted. We will accommodate all reasonable requests. However, if we are unable to contact you using the ways or locations you have requested, we may contact you using the information we have.

**Notification of a Breach.** You have a right to be notified following a breach of your unsecured PHI, and we will notify you in accordance with applicable law.

**Where to Submit Written Requests.** You may submit written requests to:

**Perigon Pharmacy Three Sixty, LLC  
Attn: Chief Privacy Officer  
250 Mt. Lebanon Blvd., Suite 208  
Pittsburgh, PA 15234**

**For More Information or to Report a Problem.** If you have questions or would like additional information about Perigon Pharmacy Three Sixty's privacy practices, you may contact our Chief Privacy Officer at: Chief Privacy Officer, 250 Mt. Lebanon Blvd., Suite 208, Pittsburgh, PA 15234, 412-889-6541. If you believe your privacy rights have been violated, you can file a complaint with the Privacy Officer or with the Secretary of Health and Human Services (HHS). To complain to the Secretary, you may send a letter to the Secretary at 200 Independence Avenue, S.W., Washington, D.C. 20201. You may also call the Department of HHS at 1-877-696-6775, or visit [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/). There will be no retaliation for filing a complaint.



## DISCLAIMER, RELEASE OF LIABILITY, AND INDEMNIFICATION

You hereby understand, acknowledge and agree that the following document creates a legally binding contract between you and Perigon Health and that by agreeing to these terms and/or signing this document, you confirm that you have read, understand, and agree to its terms set forth as follows:

I UNDERSTAND AND AGREE THAT PERIGON HEALTH 360, LLC (“PERIGON HEALTH”) DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT MY, MY AUTHORIZED CAREGIVERS AND FAMILY MEMBERS (“CAREGIVERS”), OR MY HEALTHCARE PROVIDERS, INCLUDING MANUFACTURERS OF MEDICAL MONITORING TECHNOLOGIES AND DEVICES THAT I USE, (COLLECTIVELY “PROVIDERS”) USE OF PERIGON HEALTH’S SERVICES, INCLUDING THE MEDESTO APPLICATION, DASHBOARD AND ASSOCIATED SERVICES (COLLECTIVELY “THE SERVICES”), WILL BE UNINTERRUPTED OR ERROR-FREE, AND THAT FROM TIME TO TIME PERIGON HEALTH MAY REMOVE, MODIFY, TERMINATE, OR OTHERWISE CHANGE THE SERVICES, AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE MY, MY CAREGIVERS, AND/OR MY PROVIDERS’ ACCESS TO THE SERVICES WITHOUT NOTICE.

I UNDERSTAND AND AGREE THAT UNLESS REQUIRED BY APPLICABLE LAW, PERIGON HEALTH HAS NO RESPONSIBILITY, DUTY, OR OBLIGATION TO MAKE THE SERVICES AND ANY DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH THE SERVICES AVAILABLE TO ME, MY CAREGIVERS, OR MY PROVIDERS THROUGH THE SERVICES, AND PERIGON HEALTH WILL NOT BE LIABLE TO ME, MY CAREGIVERS, OR MY PROVIDERS IF DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH THE SERVICES BECOME UNAVAILABLE FOR DOWNLOAD.

I UNDERSTAND AND AGREE THAT MY, MY CAREGIVERS, AND MY PROVIDERS’ USE OF, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH THE SERVICES, IS AT MY AND THEIR SOLE RISK AND LIABILITY. THE SERVICES, INCLUDING ALL DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH THE SERVICES IS PROVIDED “AS-IS” AND “AS AVAILABLE” FOR MY AND MY CAREGIVERS AND PROVIDERS’ USE, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING, BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO ME.

I UNDERSTAND AND AGREE THAT PERIGON HEALTH EXPRESSLY DISCLAIMS AND EXCLUDES, AND THAT IN NO CASE SHALL PERIGON HEALTH, ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM MINE OR MY CAREGIVERS OR PROVIDER’S USE OF THE SERVICES OF FOR ANY OTHER CLAIM RELATED IN ANY WAY TO MINE OR MY CAREGIVERS OR PROVIDERS’ USE OF THE SERVICES AND ANY DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY INFORMATION, OR ANY INJURY, LOSS OR DAMAGE OF AND KIND INCURRED AS A RESULT OF THE USE OF ANY INFORMATION POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, PERIGON HEALTH’S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT SUCH LIMITATION IS PERMITTED BY APPLICABLE LAW. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

I UNDERSTAND AND ACKNOWLEDGE THAT PERIGON HEALTH WILL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY ME, MY CAREGIVERS, AND MY PROVIDERS IN CONNECTION WITH THE SERVICES, BUT I AGREE THAT SUBMISSION OF SUCH INFORMATION IS AT MY, MY CAREGIVERS, AND MY PROVIDERS’ SOLE LIABILITY AND RISK, AND I HEREBY RELEASE PERIGON HEALTH FROM ANY AND ALL LIABILITY TO ME, MY CAREGIVERS, AND MY PROVIDERS FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

I UNDERSTAND AND AGREE THAT PERIGON HEALTH DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND I HEREBY RELEASE PERIGON HEALTH FROM ANY LIABILITY RELATING THERETO. I UNDERSTAND AND AGREE THAT I, MY CAREGIVERS, AND MY PROVIDERS SHALL BE RESPONSIBLE FOR BACKING UP OUR OWN SYSTEMS, INCLUDING ANY INFORMATION ACQUIRED THROUGH THE SERVICES.



I UNDERSTAND AND AGREE THAT PERIGON HEALTH IS NOT RESPONSIBLE FOR ANY CHARGES, FEES, COSTS, OR INCIDENTALS THAT I, MY CAREGIVERS OR MY PROVIDERS MY INCUR IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FEES FOR ACCESS TO THE INTERNET, CELLULAR NETWORKS, TEXT MESSAGES, AND ANY OTHER MEANS OR METHODS OF COMMUNICATION.

I UNDERSTAND AND AGREE THAT BY USING THE SERVICES, I AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD PERIGON HEALTH, ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS OR REPRESENTATIVES HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF MY, MY CAREGIVERS, OR MY PROVIDERS' BREACH OF THIS AGREEMENT, MY, MY CAREGIVERS, AND MY PROVIDERS' USE OF THE SERVICES, OR ANY ACTION TAKEN BY PERIGON HEALTH AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED.

I UNDERSTAND AND AGREE THAT I, MY CAREGIVERS, AND MY PROVIDERS SHALL NOT SUE OR RECOVER ANY DAMAGES FROM PERIGON HEALTH, ITS ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS OR REPRESENTATIVES AS A RESULT OF PERIGON HEALTH'S DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN ME, MY CAREGIVERS, OR MY PROVIDERS, TO SUSPEND OR TERMINATE MY, MY CAREGIVERS, OR MY PROVIDERS' ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF PERIGON HEALTH'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

## TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use, together with all documents referenced herein (collectively, these "Terms"), apply to the Medesto application and all Medesto software used therein (collectively, hereinafter "Medesto"). Perigon Health 360, LLC, its subsidiaries and affiliates ("Perigon Health") which owns and operates Medesto, permits you ("You", the Medesto user) to use Medesto only in accordance with these Terms, and in accordance with any other terms and conditions or other rules that may apply to Your use of any third party application download systems or software, including, without limitation rules of Apple, Inc., Google, Inc. and other third party application download and storage services.

Notwithstanding any provision of these Terms to the contrary, Perigon Health expressly reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms at any time. As a user of Medesto, You are responsible for checking these Terms periodically for changes. By using Medesto after the posting of any changes to these Terms, You expressly agree to and accept any changes thereto. As long as You comply with these Terms, Medesto grants You a personal, non-exclusive, non-transferrable, limited privilege to access and use Medesto.

- 1. ACCEPTANCE OF THESE TERMS.** BY DOWNLOADING, ACCESSING OR USING MEDESTO, YOU AGREE: (A) TO BE LEGALLY BOUND THESE TERMS AND AGREE TO UTILIZE MEDESTO ONLY IN ACCORDANCE WITH THE SAME; (B) YOU UNDERSTAND AND INTEND FOR THESE TERMS TO BE A LEGALLY BINDING AGREEMENT AND THE EQUIVALENT OF A SIGNED WRITTEN CONTRACT; (C) YOU WILL USE MEDESTO IN A MANNER CONSISTENT WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND RULES; (D) YOU UNDERSTAND, ACCEPT, AND HAVE RECEIVED THESE TERMS AND ACKNOWLEDGE AND AGREE THAT YOU CAN ACCESS THESE TERMS; AND (E) IF YOU DO NOT AGREE WITH THESE TERMS, YOU WILL IMMEDIATELY CEASE AND DESIST FROM ANY AND ALL USE OF MEDESTO.
- 2. Non-Transferability/Restrictions of License.** You agree that You may not rent, lease, lend, sell, transfer redistribute, or sublicense Medesto and, if You sell or otherwise transfer a device on which Medesto is installed to any third party, You will remove Medesto from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Medesto, any updates, or any part thereof.

3. **Medesto Content.** All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Medesto Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Medesto Content, contained on Medesto is owned, controlled or licensed by or to Perigon Health, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Except as expressly provided in these Terms, no part of Medesto and no Medesto Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Perigon Health's express prior written consent. You may use information on Medesto (such as Your health data, educational materials, and similar materials) purposely made available by Perigon Health for downloading from Medesto, provided that You: (a) do not remove any proprietary notice language from such data or materials or any copies thereof; (b) use such data and materials only for Your personal, non-commercial informational purposes and do not copy or post such data or materials on any networked computer or broadcast it in any media; (c) make no modifications to any such data or materials; and (d) do not make any additional representations or warranties relating to such data or materials.
4. **Your License to Perigon Health.** Any communications, information, data, or material of any kind, including personal information and protected health information as such term is defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively "HIPAA"), which You, Your caregivers and family members whom You authorize to access Medesto for You or on Your behalf ("Caregivers"), and any of Your healthcare providers, including manufacturers of medical monitoring technologies and devices that You use, and any hospitals, clinics, laboratories, pharmacies, medical facilities, or other healthcare providers that have provided healthcare payment, treatment, or services to You or on Your behalf (collectively, Your "Providers") either enter, disclose, email, post, or otherwise transmit to Perigon Health or Medesto, including any data, questions, comments, or suggestions related thereto (collectively, "Data and Communications") shall become the property of Perigon Health. You hereby grant a license to Perigon Health to use such Data and Communications, including any any ideas, concepts, know-how, or techniques contained in such Data and Communications, for any purpose including, but not limited to, providing services through Medesto, and developing and marketing products and services; provided, however, that Perigon Health uses and discloses such Data and Communications in accordance with the fullest extent permitted under applicable federal, state, and local laws.
5. **Electronic Signatures.** You agree to be bound by any affirmation, assent, or agreement You transmit to Perigon Health using Medesto, including but not limited to any consent You give to receive or send Data and Communications through and from Medesto through electronic, telephonic, and other digital transmission. You agree that, when in the future You click on an "I Consent," "I Agree" or other similarly worded "button" or entry field in Medesto, Your agreement or consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.
6. **Third Party/Carrier Charges.** Perigon Health does not charge for the use of Medesto, however, carriers' and other service providers' data rates may apply to Your use of Medesto and any of its functionalities such as two-way messaging, text messaging, calls, email, etc. You agree to be solely responsible and financially liable for any and all costs, charges, fees, penalties, expenses, bills, claims, or other financial obligations ("Costs") imposed by Your carrier or any third party service provider arising out of, related to, or resulting from Your use of Medesto, including, without limitation any Costs for internet or phone connectivity, hardware, etc.
7. **Accounts, Passwords, and Security.** Use of Medesto, including any features or services offered on or through Medesto, requires You to open an account (including setting up an account identifier and password). You are solely responsible for maintaining the confidentiality of the information You hold for Your account, including Your password, and for any and all activity that occurs under Your account as a result of Your failure to keep such information secure and confidential. You agree to notify Perigon Health immediately of any unauthorized use of Your account or password, or any other breach of security. You may be held liable for



losses incurred by Perigon Health or any other user of or visitor to Medesto due to someone else using Your Medesto password or account as a result of Your failing to keep Your account information secure and confidential. You may not use anyone else's Medesto password or account at any time without the express permission and consent of the holder of that Medesto password or account. Perigon Health cannot and will not be liable for any loss or damage arising from Your failure to comply with these obligations.

8. **Use of Medesto.** By clicking "I Consent" in Medesto You agree to the following in relation to Your access to and use of Medesto:
- a. By submitting or arranging for the submission of any information to Medesto, You are certifying that the information contained therein is true and accurate based upon Your personal observations and beliefs, and You consent to Perigon Health collecting Your location information as well as Your IP address and device information, and You understand and agree that Perigon Health will use such information in the performance of its services and may disclose such information to Your Caregivers, Providers, and other third parties in accordance with these Terms, Your Authorization to Access, Use, and Disclose Information, Perigon Health's Notice of Privacy Practices, Disclaimer, Release of Liability and Indemnification and any informed consent form in which You are the subject that is received from You or Your Provider and pertains to Your receipt of healthcare items or services, each of which You agree to by clicking "I Consent" or other similarly worded "button" or entry field in Medesto;
  - b. You agree to comply with all applicable provisions of the Children's Online Privacy Protection Rule ("COPPA") and that You are over 13 years of age, unless You are a California resident in which case You are over 16 years of age;
    - i. What is COPPA? COPPA stands for Children's Online Privacy Protection Act and is a set of rules established in 1998 by the Federal Trade Commission. COPPA includes compliance guidelines for websites that collect information from children under the age of 13. See the Perigon Health's Notice of Privacy Practices for more information.
  - c. You will not use any electronic communication feature of Medesto for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful;
  - d. You will not attempt to gain unauthorized access to any portion or feature of Medesto, or any other systems or networks connected to Medesto or to any Perigon Health server, or to any of the services offered on or through Medesto, by hacking, password "mining" or any other illegitimate means;
  - e. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of Medesto or any operation being conducted on Medesto, or with any other person's use of Medesto;
  - f. You will not use Medesto to upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
  - g. You will not collect or store personal data about other users of Medesto;
  - h. You will not use Medesto for any commercial purpose not expressly approved by Perigon Health in writing;
  - i. You will not use Medesto to upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication;
  - j. You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment;
  - k. You will not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of Medesto or any Medesto Content, or in any way reproduce or circumvent the navigational structure or presentation of Medesto or any Medesto Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through Medesto;

- l. You will not probe, scan or test the vulnerability of Medesto or any network connected to Medesto, nor breach the security or authentication measures on Medesto or any network connected to Medesto;
- m. You may not exploit Medesto or any service or information made available or offered by or through Medesto, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by Medesto; and
- n. You will not use Medesto when You are driving a motor vehicle, even if doing so is legally permitted in Your location.

Notwithstanding any provision of these Terms to the contrary, Perigon Health expressly reserves the right to bar any activity in violation of these Terms and may immediately suspend, restrict or terminate Your access to and use of Medesto in its sole discretion in the event You violate any of these Terms.

9. **Privacy, Security, and Monitoring.** Perigon Health's Notice of Privacy Practices applies to Your use of Medesto, and the terms thereof are made a part of these Terms by reference. To review Perigon Health's Notice of Privacy Practices, please click the above respective links. By using Medesto, You acknowledge and agree that Internet transmissions are never completely private or secure and may not always be encrypted. You understand that any message or information You send to or through Medesto may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, insurance information) is encrypted. You understand and agree that Perigon Health and its subsidiaries and affiliates, including their respective directors, officers, managers, members, employees, agents, contractors and representatives (collectively, "Perigon Health Representatives") may review, retain, or monitor Your Data and Communications to evaluate the quality of service You receive, Your compliance with these Terms, the security of Medesto, to provide healthcare-related support services to You and/or Your Providers, or for other reasons. You acknowledge and agree that Perigon Health will not provide continuous twenty-four (24) hour monitoring of Your Data and Communications and that any review of Your Data and Communications will be of limited health information on a periodic basis. Perigon Health is not obligated to contact You in the event of abnormal results. You acknowledge and agree that the purpose of monitoring Your Data and Communications is to help You and Your Providers manage Your overall health, and are not intended to identify urgent or emergency medical conditions. **IN THE EVENT OF A MEDICAL EMERGENCY, YOU MUST DIAL 9-1-1 OR GO TO THE NEAREST EMERGENCY ROOM.** You understand and agree that Perigon Health's monitoring activities will not entitle You to any cause of action or other right with respect to the manner in which Perigon Health Representatives monitor Your Data and Communications and enforces or fails to enforce these Terms. In no event will Perigon Health or any Perigon Health Representatives be liable for any costs, damages, expenses, or any other liabilities incurred by You as a result of monitoring activities by Perigon Health or Perigon Health Representatives.
10. **Hyperlinks.** Medesto may, from time to time, contain links to other sites. Perigon Health does not control such other sites, and Perigon Health and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those sites. The fact that Perigon Health has provided a link to a site through Medesto is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners or its providers. There are risks in using any information, software, or products found on the Internet, and Perigon Health cautions You to make sure You understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will You hold Perigon Health or and Perigon Health Representative liable for any loss or damage caused by use of or reliance on any content, goods, or services available on other sites.
11. **Trademarks and Copyrights.** You understand and agree that Medesto is owned and operated by Perigon Health and is protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Perigon Health and its subsidiaries and affiliates. Nothing contained in Medesto should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in

Medesto without the express written permission of Perigon Health or such third party that may own the trademarks displayed in Medesto. Your use of the trademarks displayed in Medesto, or any other content in Medesto, except as provided herein, is strictly prohibited.

12. **Disclaimer of Warranties.** YOU UNDERSTAND AND AGREE THAT PERIGON HEALTH DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR, YOUR CAREGIVERS AND/OR YOUR PROVIDERS' USE OF MEDESTO WILL BE UNINTERRUPTED OR ERROR-FREE, AND THAT FROM TIME TO TIME PERIGON HEALTH MAY REMOVE, MODIFY, TERMINATE, OR OTHERWISE CHANGE MEDESTO OR OTHERWISE LIMIT OR DISABLE YOUR, YOUR CAREGIVERS, AND/OR YOUR PROVIDERS' ACCESS TO MEDESTO WITHOUT NOTICE.

YOU UNDERSTAND AND AGREE THAT UNLESS REQUIRED BY APPLICABLE LAW, PERIGON HEALTH HAS NO RESPONSIBILITY, DUTY, OR OBLIGATION TO MAKE MEDESTO AND ANY DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH MEDESTO AVAILABLE TO YOU, YOUR CAREGIVERS, OR YOUR PROVIDERS, AND PERIGON HEALTH WILL NOT BE LIABLE TO YOU, YOUR CAREGIVERS, OR YOUR PROVIDERS IF DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH MEDESTO BECOME UNAVAILABLE FOR DOWNLOAD.

YOU UNDERSTAND AND AGREE THAT YOU, YOUR CAREGIVERS, AND YOUR PROVIDERS' USE OF, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH MEDESTO, IS AT YOUR AND THEIR SOLE RISK AND LIABILITY. MEDESTO, INCLUDING ALL DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH MEDESTO IS PROVIDED "AS-IS" AND "AS AVAILABLE" FOR YOU AND YOUR CAREGIVERS AND PROVIDERS' USE, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING, BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

13. **Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT PERIGON HEALTH EXPRESSLY DISCLAIMS AND EXCLUDES, AND THAT IN NO CASE SHALL PERIGON HEALTH, ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR OR YOUR CAREGIVERS OR PROVIDERS' USE OF MEDESTO OF FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR OR YOUR CAREGIVERS OR PROVIDERS' USE OF MEDESTO AND ANY DATA, CONTENT, MATERIALS, AND OTHER INFORMATION, DELIVERED AND/OR PROVIDED THROUGH MEDESTO, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY INFORMATION, OR ANY INJURY, LOSS OR DAMAGE OF AND KIND INCURRED AS A RESULT OF THE USE OF ANY INFORMATION POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA MEDESTO, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, PERIGON HEALTH'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT SUCH LIMITATION IS PERMITTED BY APPLICABLE LAW. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

14. **Release.** YOU UNDERSTAND AND AGREE THAT PERIGON HEALTH WILL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU, AND YOUR CAREGIVERS AND PROVIDERS IN CONNECTION WITH MEDESTO, BUT YOU AGREE THAT SUBMISSION OF SUCH INFORMATION IS AT YOUR AND YOUR CAREGIVERS' AND PROVIDERS' SOLE LIABILITY AND RISK, AND YOU HEREBY RELEASE PERIGON HEALTH FROM ANY AND ALL LIABILITY TO YOU, AND YOUR CAREGIVERS AND PROVIDERS, FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY. YOU UNDERSTAND AND AGREE THAT PERIGON HEALTH DOES NOT REPRESENT OR GUARANTEE THAT MEDESTO WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE PERIGON HEALTH FROM ANY LIABILITY RELATING THERETO. YOU UNDERSTAND AND AGREE THAT YOU AND YOUR CAREGIVERS AND PROVIDERS SHALL BE RESPONSIBLE FOR BACKING UP YOUR RESPECTIVE SYSTEMS, INCLUDING ANY INFORMATION ACQUIRED THROUGH MEDESTO.

15. **Indemnification.** YOU UNDERSTAND AND AGREE THAT BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD PERIGON HEALTH, ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS OR REPRESENTATIVES HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR, AND YOUR CAREGIVERS AND PROVIDERS' BREACH OF THESE TERMS, USE OF MEDESTO, AND ANY ACTION TAKEN BY PERIGON HEALTH AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THESE TERMS OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THESE TERMS HAS OCCURRED.

YOU UNDERSTAND AND AGREE THAT YOU, AND YOUR CAREGIVERS AND PROVIDERS, SHALL NOT SUE OR RECOVER ANY DAMAGES FROM PERIGON HEALTH, INCLUDING ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS OR REPRESENTATIVES, AS A RESULT OF PERIGON HEALTH'S DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, OR YOUR CAREGIVERS OR PROVIDERS, OF ITS INTENT TO SUSPEND OR TERMINATE YOUR, OR YOUR CAREGIVERS OR PROVIDERS' ACCESS TO MEDESTO, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF PERIGON HEALTH'S CONCLUSION THAT A VIOLATION OF THESE TERMS HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THESE TERMS.

16. **Governing Law.** These Terms, and any and all future agreements You enter into with Perigon Health, unless otherwise expressly stated within such other agreement, shall be governed by the law of the State of Delaware, without regard to conflicts of law principles thereof. This is the case regardless of whether You reside or transact business with Perigon Health or any of its subsidiaries or affiliates in any other state. You agree to submit to the personal and exclusive jurisdiction of the courts located in Delaware. If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
17. **Miscellaneous.** These Terms constitute the entire agreement between You and Perigon Health regarding Medesto, governs Your use of Medesto, and supersedes any prior agreements between You and Perigon Health regarding Medesto. If any provision of these Terms shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid. The failure of Perigon Health to enforce any provision of these Terms shall not constitute a waiver of such provision or any other provision.