

CarePartners Connect

Terms and Conditions for Use

Last modified: January 26, 2009

Welcome to CarePartners Connect.

Philips Lifeline (“*Lifeline*”) provides You access to the information on this site (the “*Site*”) subject to the following Terms and Conditions (“*Terms*”). (“*You*” means (i) the organization on whose behalf the individual accessing this Site is acting, (ii) the organization to which Lifeline has provided credentials or authorizations to access this Site, and (iii) each individual provided access to this Site by such organizations or their representatives.)

By accessing this Site, You:

- represent and warrant that You (a) have read and understood these Terms and (b) are authorized on behalf of your organization to bind yourself and your Organization to these Terms; and
- agree that You and your organization shall be bound by these Terms.

Authorized Purpose. You acknowledge that having access to the information on this Site (“*Site Information*”) is of value to You.

For PERS Program Providers. If Your organization runs its own personal emergency response services then it is referred to as a “*PERS Program Provider*.” (Specifically, a PERS Program Provider is (a) a customer of Philips and (b) provides PERS services directly to the user of Lifeline services (“*subscriber*”) under a contract between the user and the PERS Program Provider.). CarePartners Connect provides You access to information on this Site so that you can provide Lifeline personal emergency response services (“*PERS*”) to Your subscribers (the “*Authorized Purpose*”).

For PERS Program Marketing Partners. If Your organization assists Lifeline in its community outreach and referral marketing of PERS services to Lifeline’s subscribers, then it is referred to as a “*Lifeline Marketing Partner*.” As a Lifeline Marketing Partner, You hereby represent and warrant that You have authorization from Lifeline subscribers in the geographic area cited in your marketing agreement with Philips Lifeline to view

their information and coordinate with Lifeline for the provision of their healthcare. Consequently, CarePartners Connect provides You access to those individuals' information on this Site so that you can have that access ("*Authorized Purpose*").

Ownership. Site Information is the proprietary information of Lifeline, except to the extent provided by a PERS Program Provider ("*PERS Provider Supplied Information*"), in which case that information is owned per the contract between Lifeline and the PERS Program Provider and applicable law. Lifeline's intellectual property rights in Site Information, manner of display of Site Information and form, content and expression of the reports generated from this Site are unaffected by their display on this Site or by your access, viewing, retrieval or other use or processing of such Site Information. You agree that by having or exercising such access You do not acquire any rights in Site Information other than a non-exclusive, revocable, limited license to view the Site Information solely for the Authorized Purpose.

Access to Change Subscriber Information. To the extent You have been given authority by Lifeline to make additions, deletions and changes to the subscriber information on this Site (including without limitation adding a new subscriber to the Site), the following Terms shall apply:

- *Training.* Prior to taking such action, You must complete any online tutorials available by Lifeline with respect to modifying such information. You warrant and represent that all persons to whom You provide access to this Site have taken such training, and You and not Lifeline are solely responsible for ensuring such training has been so taken. Lifeline may, in its sole discretion, require additional or supplemental qualifications in the future.
- *Accuracy.* You hereby represent and warrant that You know how to add or change subscriber information accurately and that any such additions or changes so made by You are accurate. Even if You do not add or change information on this Site, but You otherwise provide data to Lifeline for entry into this Site, You acknowledge that You are responsible for the accuracy of the data You send to Lifeline.
- *Reliance by Lifeline.* You acknowledge that the subscriber information You provide to or change on this Site is relied upon by the Lifeline to provide its service to You and subscribers, including use by Lifeline monitoring staff to summon assistance for subscribers. Errors in the accuracy of data entry could result in faulty provision of such assistance and could result in serious bodily injury or death to a subscriber.
- *Indemnification.* You agree that You will indemnify, hold harmless and, at Lifeline's option, defend, Lifeline Entities from any loss, cost, damage and liability (including reasonable attorney's fees) ("*Loss*") arising from the acts or omissions of You with respect to Your obligations, agreements, warranties and representations hereunder, including without limitation the accuracy, sufficiency

and timeliness of any additions or changes to subscriber information using this Site. ("*Lifeline Entity*" means Lifeline, any entity affiliated with Lifeline and its or their employees, officers, directors and agents.)

Restricted Access. If even you have been authorized by Lifeline or your organization to access this Site, You must exercise that access only if and to the extent you have a legitimate need to access the Site Information. You must not view more than the minimum necessary Site Information to satisfy such legitimate need. Lifeline reserves the right to restrict Your access to this Site at any time, with or without notice.

CarePartners Connect Administrator. If You are a PERS Program Provider or Lifeline Partner organization, you shall appoint a CarePartners Connect Administrator ("*Administrator*") who shall be responsible for managing access to and use of this Site by authorized individuals associated with Your organization. By registering as an Administrator, such person represents and warrants that s/he is authorized to accept these Terms on behalf of the entity with which s/he is affiliated. The Administrator shall perform the following functions:

- Ensure that each authorized user of such Program is issued a unique User ID and Password and agrees to abide by these Terms. User IDs and passwords shall not be shared among users.
- Authorize individual user access to this Site's functions needed to perform Lifeline program functions, and update access permissions as needed.
- Request new User IDs as new users need access to the system.
- Promptly deactivate users as they change functions or are no longer associated with the Lifeline program.

Authorized Users. When requesting a user ID for a new user, an Administrator must provide Lifeline with current, complete and accurate information as requested by the applicable registration form. As a user, You are responsible for maintaining the confidentiality of your user ID and password. Furthermore, You are responsible for any and all activities that occur under Your account. You agree to notify Your Administrator immediately of any unauthorized use of a user ID or password or any other breach of security. The Administrators shall immediately convey such information to Lifeline. You agree that Lifeline is not liable for any Losses resulting from the unauthorized use of a user ID or password, whether with or without your knowledge. You shall indemnify, hold harmless and, at Lifeline's option, defend, Lifeline for Losses incurred by Lifeline Entities due to such unauthorized access.

Equipment, Software & Access Requirements. In order to access this Site, you must supply the following:

- *PC*: Accessing this Site requires a PC with an Internet connection (Cable, DSL, Network connected T1, 56kbs dial up modem) that can support the following browsers and the free Adobe Acrobat Reader.
- *Browser*: Microsoft Internet Explorer version 5.0 or greater.
- *Adobe Acrobat Reader*: This is a product used to display CarePartners Connect reports that have been saved locally. Version 5.0 or greater.
- *Email*: The CarePartners Connect Administrator must have a valid Internet email address.
- *Printer*: To print your reports, you must also have a printer connected to your system.

Prohibited Uses. You shall not use this Site:

- for any purpose other than the legitimate operation of an authorized Lifeline Program;
- to publish, post, upload, distribute, or disseminate information, data, text, or other material that Lifeline reasonably determines to be inappropriate, unlawful, harmful, offensive, threatening, harassing, abusive, profane, defamatory, obscene, indecent, or otherwise objectionable;
- to sell or promote commercial products or services;
- to contact the individuals identified herein in order to solicit them for products or services that compete with the products or services offered by Lifeline;
- to use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Site or other user or usage information or any portion thereof;
- to gain access by misrepresenting one's identity or by using another person's user ID or password;
- to harvest or otherwise collect information about others, including e-mail addresses;
- to damage, disable, overburden, or impair any Lifeline server, or the network(s) connected to any Lifeline server, or another's computer or property;
- to interfere with any other user's access to or use of the Site;
- in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- to enable unauthorized access to any CarePartners Connect function, account, program data, computer system or network connected to any Lifeline server, through hacking, password mining or any other means;
- to obtain any materials or information through any means not intentionally made available through this Service;
- to improperly disclose private information about a Lifeline subscriber or any other person;

- to falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- to publish confidential or proprietary information without authorization or to infringe the intellectual property rights of any person or entity;
- to engage in any activity otherwise prohibited by applicable law; or
- to attempt to engage in any of the prohibited activities described above.

Guidelines for using the Philips Lifeline Message Board.

The Philips Lifeline Message Board was designed for our Programs as way to network and connect on a variety of topics related to the organization. While we encourage the use of the Message Board by all Programs, there are several guidelines that need to be followed to ensure the board is productive.

1. The Philips Lifeline Message Board is a place for sharing and learning information about Lifeline and the Medical Alert industry therefore, all postings should be within that context.
2. No negative comments will be tolerated. You may not use the Message Board for posting negative comments about competition, people or Philips Lifeline. If you have a concern about a particular topic, the best course of action is to call your Philips Lifeline Account Manager or Program Services.
3. Before you start a new discussion thread, please use the search tool to ensure the topic is not already being discussed.
4. Be sure to respond to a message within the correct message thread.
5. The Philips Lifeline Message Board is monitored by Philips Lifeline employees on a daily basis. We encourage constructive sharing of ideas however, if we do find a post to be negative or damaging, we will remove the post without warning.
6. Depending on the severity of the post or past history of damaging/negative posts, Philips Lifeline has the right to rescind your Message Board access rights.
7. You may not use the Message Board to question our decision to remove your post.

Confidentiality. Except with regard to PERS Provider Supplied Information, You agree that the information available on this Site is the confidential, proprietary information of Lifeline and that you shall keep such information strictly confidential.

Copyright and Trademark Statements. All content accessible through this Site (other than PERS Provider Supplied Information) – including without limitation text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and

software and printed copies of such contents – is the property of Lifeline or its content suppliers and protected by United States and international copyright laws. “*Lifeline*,” “*CarePartners Online*,” “*CarePartners Connect*,” and other marks used in connection with the Service are registered trademarks of Lifeline Systems, Inc. or its affiliated companies, in the United States and other countries. Lifeline’s trademarks and trade names may not be used (a) in connection with any product or service that is not offered by Lifeline, or (b) in any manner that is likely to cause confusion among customers about the nature of Lifeline’s, Your and customer’s contractual relationships, or (c) in a manner that disparages or discredits Lifeline.

Disclaimers and Indemnity. All information and material available through this Site is obtained from sources believed by Lifeline to be accurate and reliable. Because of the possibility of human and mechanical error as well as other factors, Lifeline is not responsible for any errors or omissions.

DISCLAIMER. INFORMATION PROVIDED THROUGH THIS SITE IS PROVIDED “AS IS” FOR THE CONVENIENCE OF THE USER. LIFELINE DOES NOT WARRANT THAT (I) THE INFORMATION IS CORRECT, ACCURATE, RELIABLE, OR COMPLETE; (II) THE FUNCTIONS OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED; OR (IV) THE COMPUTER CODE RELATING TO THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL LIFELINE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS OR AFFILIATES PROVIDING INFORMATION VIA THIS SITE BE LIABLE FOR ANY DIRECT DAMAGES OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER INDIRECT DAMAGES THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE INFORMATION MADE AVAILABLE THEREBY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY ACTION WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE.

Privacy. Through this Site, you may have access to certain private information about individuals. Your access to that information shall be governed by the following Terms:

(a) *Definitions.*

- a. “*Personal Data*” means data or information (in individual or aggregate form, regardless of the media in which it is contained) that (i) relates to an individual and (ii) can be used to identify the individual. Personal Data includes without limitation an individual’s name, postal address, email address, telephone number, date of birth, Social Security number, driver’s license number, account number, credit or debit card information (including without limitation card account number, personal identification number, card validation code or value, and magnetic stripe data), PHI, ePHI, health or

medical information or one or more factors specific to physical, psychological, mental, economic, cultural or social identity or any other unique identifier.

- b. *"PHI"* and *"ePHI"* means Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. §160.103, but is limited to the information You received from or created or received on behalf of Lifeline or a Lifeline Affiliate.
 - c. *"Protected Personal Data"* (or *"PPD"*) means any and all Personal Data (i) disclosed to You by Lifeline, a Lifeline affiliate or their representatives (*"Lifeline Persons"*), (ii) accessed or obtained by You from, or on behalf of, Lifeline Persons or (iii) created by You from data so disclosed, accessed or obtained, in each case in connection with Your access to this Site.
 - d. *"Process"* or *"Processing"* means any operation or set of operations performed upon PPD, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or disposing of the information.
- (b) *General.* Any PPD shall at all times be and remain the sole property of Lifeline, and You shall not have or obtain any rights therein. You shall Process PPD only on behalf and for the benefit of Lifeline and only in accordance with Lifeline' written instructions . It is understood and agreed by You that proper, lawful and secure Processing of PPD is of the utmost importance to Lifeline and the individuals about whom such PPD pertains. You and Lifeline agree that PPD is inherently valuable and therefore You shall take all appropriate measures, whether spelled out herein or otherwise, to protect PPD from improper, unauthorized or unlawful access, disclosure, use or disposal. You shall not use or disclose PPD other than as authorized herein or required by law.
- (c) *Disclose Only As Necessary.* Except with Lifeline's prior written consent, You shall not share with, transfer to, disclose to or otherwise provide access to any PPD (or portion thereof) to any person, except those with a genuine need to access the PPD as a necessary condition to Your performance of services for Lifeline. You shall cause each of your representatives with access to PPD to comply with the Terms of this paragraph in the same manner as You are bound hereby. You agree to remain fully responsible for and liable to Lifeline for any and all losses, uses or disclosures of, activities involving, or access to or acquisition of PPD by Your representatives or other third parties.
- (d) *Compliance with Laws.* You shall comply with all applicable privacy laws.

- (e) *Controls.* You shall, in accordance with industry best practices and applicable privacy laws, establish controls to ensure the confidentiality of PPD and to ensure that PPD is not disclosed contrary to the provisions of these Terms or applicable privacy laws. You shall develop, implement and maintain reasonable security procedures and practices to protect PPD from unauthorized access, destruction, use, modification and disclosure. Without limiting the foregoing, You shall maintain and implement a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards and other security measures (including but not limited to computer hardware and software programs, and Internet security systems with regard to Your Processing of PPD) ("*Safeguards*"), designed to (i) ensure the security and confidentiality of PPD; (ii) protect against anticipatable threats or hazards to the security and integrity of PPD; and (iii) protect against unauthorized access to, or acquisition or use of, PPD. You will implement training programs to ensure that its employees assigned to carry out its obligations herein are properly informed of and fully understand all applicable privacy laws.
- (f) *Notification of Breach.* You shall immediately notify Lifeline in writing of any breach of these privacy Terms, including without limitation any actual or suspected loss or unauthorized use, disclosure, acquisition of or access to any PPD, and including any Security Incident as defined in the HIPAA regulations (an "*Incident*"), of which You becomes aware. Such notice shall summarize in reasonable detail the effect on Lifeline, if known, of the Incident and the corrective action taken or to be taken by You. You shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Lifeline in all reasonable and lawful efforts to prevent, mitigate or rectify such Incident. In addition to the notice provision contained herein, You will also immediately report any such Incident to Lifeline's Legal Department by telephone (to 978-659-1000).
- (g) *Monitoring by Lifeline of Compliance.* Lifeline shall have the right to monitor Your compliance with the terms of these privacy Terms. During normal business hours, and with reasonable prior notice, Lifeline, its authorized representatives and relevant government authorities may audit, monitor and inspect Your facilities and equipment, and any information or materials in Your possession, custody or control, and interview Your key employees wherever located, to the extent relating in any way to Your obligations under these privacy Terms, including without limitation Your security measures. You shall allow Lifeline and its representatives all necessary access and information to accomplish such audit. An inspection performed pursuant to these privacy Terms shall not unreasonably interfere with the normal conduct of Your business. No such inspection by Lifeline as set forth herein shall relieve You of any of its obligations under these privacy Terms, all of which shall remain absolute.

Suspension of Access Rights. Upon determining that You have violated these Terms, Lifeline may, in its sole discretion, suspend or terminate Your access to this Site and/or other Lifeline services, suspend or terminate access by the CarePartners Connect Administrator, require the appointment of a new CarePartners Connect Administrator, suspend or terminate access for an entire Lifeline program or any portion thereof. These remedies shall be nonexclusive and in addition to any other relief that Lifeline may elect to pursue.

Severability. If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of the remaining provisions.

Entire Agreement. These Terms shall constitute the entire agreement between the parties relating to the Site.

Changes. Lifeline reserves the right to change the Site and/or to revise these Terms from time to time, with or without notice, as Lifeline deems appropriate. You shall be deemed to have agreed to any such changes each time you newly access this Site. You agree to regularly review this Terms to ensure that You still wish to access this Site subject to these Terms. The most recent date of modification of these Terms shall be conspicuously posted within these Terms.

Questions. For questions regarding these terms of use, please send an email to CPCService@lifelinesys.com.

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