

# TupeloLife Care@Home Telemonitoring Platform Terms and Conditions

## Introduction

TUPELOLIFE SERVICES, LLC, CARE@HOME TELEMONITORING PLATFORM APPLICATION AND RELATED CONTENT AND SERVICES ARE PROVIDED SUBJECT TO THIS AGREEMENT AND INDICATIONS FOR USE. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR USE OF THE APPLICATION WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT AND INDICATIONS OF USE.

## IMPORTANT NOTICE

This Agreement (including the terms of use), the Indications for Use and the TupeloLife Care@Home Telemonitoring Platform Privacy Policy, govern the use of the Care@Home Telemonitoring Platform, including without limitation use of all content, data, images, information and other materials posted on or available through the Platform (collectively, the "System"). By using the System, you agree that you have reviewed and understood this Agreement (including the terms of use), the Indications for Use and the Privacy Policy to your full satisfaction, that you accept and are subject to this Agreement, the Indications for Use and the Privacy Policy, and that TupeloLife Services, LLC ("TupeloLife ") is permitted to use information it collects through the Application as set forth below and in accordance with TupeloLife Care@Home Telemonitoring Platform Privacy Policy. If you breach any terms of this Agreement (including the terms of use) or the Indications for Use, your authorization to use the Application shall automatically terminate.

This Agreement and the Indications for Use are in addition to any other agreement you may have with TupeloLife, including any agreement governing purchase or use of TupeloLife products or services by you or your organization.

## Terms and Conditions

### Ownership and License Agreement

TupeloLife Care@Home Telemonitoring Platform is one of the site products of TupeloLife. This license agreement is suitable for all pages which belong to TupeloLife. You are considered as agree with this agreement while you use this site. You should not use this site if you don't agree with this document. TupeloLife retains the right to revise the agreement without notifying users. The TupeloLife Care@Home Telemonitoring Platform component in this agreement include, but not limit to the technique which be used in this site. You are considered as agree to comply with following agreement while you use the site and data provided by TupeloLife. The right to using this site is only for you but not anyone of person or entity that be transmitted.

You should be responsible for all operating behaviors under your account no matter in which computer or password. You should also make sure that all operating behaviors comply with the terms in this document. TupeloLife retains the right to modify or terminate the layout or the character in the site anytime, including but not limit to content, service hour and the necessary device.

The System is owned and operated by TupeloLife. Except for Third Party Content (defined below) all content, data, information and other materials on or directly accessible from the System, is owned by TupeloLife, its affiliates, licensors and/or vendors. The System and all content is protected by United States and international copyright and trademark laws. Any rights not expressly granted by this Agreement and the Indications of Use or any applicable end user license agreements are reserved by TupeloLife and/or its vendors and licensors. The contents of the System may not be distributed, modified, reproduced, or used, in whole or in part, without the prior written consent of TupeloLife, except that you may download content from the System to any single computer, provided you keep intact all copyright, trademark, and other proprietary notices and comply with these terms of use and any additional applicable end user license agreements. Except as provided in this Agreement and the Indications of Use, any use of the System on any other application or networked computer environment for any purpose is prohibited.

### Third—Party Content

The System may display, include, make available, or otherwise link to content, data, information, applications, web applications, or other materials generated or provided by third parties ("Third Party Content"). By using the Application, you acknowledge and agree that TupeloLife shall not be responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of Third Party Content. TupeloLife does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third-Party Content. Third Party Content is provided "AS IS" and solely as a convenience to you, with no warranties of any kind provided by TupeloLife.

### Service Description

TupeloLife provides you various online resources about health in this site. Including download, upload, message contact, data transmission sharing, database management and other product information. Service in this site includes upgrade, update, adding new component or any other page elements.

### TupeloLife Does Not Provide Medical Advice

The contents of the System are not intended to be a substitute for professional medical advice, diagnosis, or treatment. TupeloLife does not recommend or endorse any specific tests, products, procedures, opinions or other information mentioned on the Platform.

### Restrictions on Use of the Application

TupeloLife Care@Home Telemonitoring Platform are not intended, designed, or authorized for continuous communication of real-time data. The software is not intended, designed, or

authorized for providing time-critical medical care, providing medical or other emergency response alerts, or any other applications outside of its intended use specified in the Indications for Use of TupeloLife Care@Home Telemonitoring Platform, or for use in any circumstances in which the failure of TupeloLife Care@Home Telemonitoring Platform would present an unreasonable risk of illness or injury to the user.

## Notice of Changes

TupeloLife has the right to change or modify the terms and the application content for all users in the site. Terms change can be any kind of forms, including but not limit to raise fee or start charging. All changes, modifications, additions and deletions will be effective immediately after TupeloLife announces at this site (or any other ways could inform the users like email). Any operating behaviors after announcing will be considered as you agree with these changes.

## Site Preparation, User Behavior and Equipment

### Site Preparation.

TupeloLife is not responsible for your care giver's training and proper use of the Platform. TupeloLife is not responsible for the preparation of the location for the installation of the necessary infrastructure for the use of Platform. You are responsible for preparation of the location for installation of the System in accordance with TupeloLife's written specifications and applicable law. Such installment will include the necessary infrastructure (e.g., internet connectivity, broadband, electrical connection, as applicable) that is required for the proper and secure operation and performance of the Platform.

### User Behavior

You acknowledge that only you can use this site legally. You cannot transmit or publish any data that might violate other's rights or illegal materials. You cannot threaten, intimidate, abuse, vilify others or post any vulgar words by this site either. Any operating behavior that be judged by TupeloLife as against other user's right are not permitted. You are not permitted to promote any kind of commercial activity through this site, include but not limit to advertise. You are considered to agree with TupeloLife and other users who you authorized can access or get information once you publish or upload any kind of information through this site. The user who is not permitted by you cannot change or modify the data you upload or publish.

### Equipment

You should prepare available telephone line, computer hardware/software, internet access and any other equipment to be used at this site.

## Terms of Use

You are not allowed to enter, copy, access or monitor this site by any kind of automatically device, program, module or procedure. You cannot either get or try to get any data, text or any kind of information without the permission from TupeloLife. You cannot enter the web system or screen which is not authorized by testing password or other illegal means. You shall not enter others account without authorization. You cannot forge ID or manipulate the identification software to transmit or access the data in this site. You cannot operate the account and website function without appropriate authorization.

As a condition of your use of the Platform, you warrant to TupeloLife that you will not and will not knowingly allow anyone else to (i) use the System for any purpose that is unlawful, (ii) use the System for any commercial purpose, (iii) modify, attempt to modify, rent, lease, loan, sell, or distribute the Platform in any manner, (iv) use or exploit the Platform in an abusive, improper, or illegal manner as determined solely by TupeloLife, including but not limited to, by trespass, burdening network capacity, or using the System to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party or to transmit illegal, pornographic, libelous, profane or otherwise offensive messages or content, (v) create derivative works based on the System or reverse engineer, deconstruct, disassemble, modify or decompile any software or technology underlying the System or provided through the System, and (vi) interfere with the operation of the supplied Care@Home Telemonitoring Platform devices unless under the guidance and supervision of TupeloLife authorized personnel.

### Accuracy and Integrity of Information

Although TupeloLife attempts to ensure the integrity and accuracy of the System, it makes no guarantees whatsoever as to the correctness or accuracy of the System. It is possible the System may include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the System by third parties. In the event that an inaccuracy or error arises, please inform TupeloLife so that it can be corrected. Information contained on the System, including this Agreement and Indications of Use and the Privacy Policy, may be changed or updated without notice. You should provide correct personal information while you register a new account. TupeloLife retains the rights to suspend, terminate or delete the ID which tend to be invasive maliciously or the ID without real meaning. You cannot apply, operate or terminate account for others without appropriate authorization. You should keep your password safely. You should not spread, publish, and transfer your ID and password. TupeloLife is not responsible for the negligence of browser operating or the leakage/loss from history (includes but not limit to cookie, browsing records and temporary files). If you are a user with group permissions, you cannot spread, publish, and transfer others ID and password. You cannot change, spread, publish, and transfer others ID, password and data without authorization.

### Data Security and Communication

YOU ACKNOWLEDGE THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND TUPELOLIFE DOES NOT AND CANNOT GUARANTEE THAT YOUR INFORMATION OR COMMUNICATIONS CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. YOU ACKNOWLEDGE AND AGREE THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE SYSTEM, YOUR INFORMATION OR COMMUNICATIONS, AND/OR TUPELOLIFE'S NETWORKS. TUPELOLIFE SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES OR FOR YOUR INABILITY TO ACCESS OR USE THE SYSTEM. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR INFORMATION AND SYSTEMS.

TupeloLife will inform you about software components, functions, document upgrading, updates, and any other information (include the change of this service terms) by following method: e-mail, paper correspondence, mobile SMS, text message, post at this site or any other reasonable method. If you are authorized to access the website and agree with the service clause, all the notification will be considered as arrived.

TupeloLife reserves the right to make changes and updates to this Agreement, the Indications for Use and the Privacy Policy, at any time. Please check this Agreement, the Indications for Use and the Privacy Policy on [www.TupeloLife.com](http://www.TupeloLife.com) when you use the System to ensure that you are aware of any such changes and updates. The effective date of changes and updates will be indicated. Your continued use of the System, including use after the posting of any such changes and updates, will be deemed acceptance by you of such changes and updates.

## Limitation of Liability Statement

NEITHER TUPELOLIFE NOR ITS AFFILIATES, PARENTS, THE PARENTS RESPECTIVE AFFILIATES AND SUBSIDIARIES, NOR THEIR LICENSORS, EMPLOYEES, CONSULTANTS, DIRECTORS, OFFICERS, VENDORS OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RESULTING FROM LOST PROFITS, LOST OPPORTUNITY, LOST DATA, CORRUPTED DATA, PERSONAL USE INTERRUPTION, MEDICAL USE INTERPRETATION, OR BUSINESS INTERRUPTION ARISING FROM YOUR USE OF (OR INABILITY TO USE) THE SYSTEM OR THE INFORMATION CONTAINED THEREIN, HOWSOEVER ARISING, EVEN IF TUPELOLIFE OR ITS AFFILIATES OR THEIR REPRESENTATIVES AS SET FORTH ABOVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION DOES NOT APPLY TO THE EXTENT IT IS PROHIBITED BY LAW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE APPLICATION OR OTHER APPLICATION— RELATED CONTENT, INFORMATION, SERVICES, AND/OR HYPERLINKED APPLICATIONS IS TO CONTACT YOUR HEALTH CARE PROVIDER WHO PROVIDED THE APPLICATION TO YOU.

## NO WARRANTY

THE APPLICATION AND ALL INFORMATION AND CONTENT AVAILABLE THROUGH THE APPLICATION ARE PROVIDED "AS IS," WITH ALL FAULTS, AND "AS AVAILABLE". TUPELOLIFE DOES NOT WARRANT THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, OR THAT THE RESULTS OF ANY QUERY WILL BE COMPLETE OR ACCURATE. TUPELOLIFE DOES NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS OR ERRORS IN THE APPLICATION WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, TUPELOLIFE DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY DATA, DESCRIPTION, IDENTIFICATION OR OTHER INFORMATION DISPLAYED, TRANSMITTED, DISTRIBUTED, HYPERLINKED OR OTHERWISE REFERRED TO THROUGH THE APPLICATION. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, TUPELOLIFE DISCLAIMS ALL

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## Termination

Upon violation or breach of this agreement, TupeloLife retains the right to suspend or terminate service. You cannot ask for any indemnification or compensation. TupeloLife can move, delete or terminate service anytime without notification if you publish, transmit, dispatch or save the data which against law, breaches this agreement or violates other's rights. In such situations, TupeloLife will not be responsible for any damages. You should be responsible for the compensation if this cause any harm to TupeloLife.