

Terms and Conditions

Last updated: November 2, 2019

The Embleema Service ("Service") is owned and operated by Embleema Inc. ("Embleema", "us", "we", or "our"), a Delaware corporation. Your use of the Website and Service is subject to the terms and conditions contained herein together (the "Agreement"). Please read this Agreement carefully. By accessing, browsing or otherwise using the Website or any Embleema Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you should not access, browse or use the Website. If you do not accept the Terms of Use of a Embleema Service, you will not be able to access it.

Description of Embleema Service

The Embleema Service ("Service") consists of mobile applications and the website located at app.embleema.com (the "Website"), and the information, tools, software, features and functionalities, including content, updates and new releases located on the Website (collectively the "Embleema Service", "Service")

The Service is a health information storage service that allows U.S. based Registered Users to upload, store and share certain medical information ("Medical History") on the Site. The Service is provided to you by Embleema as means to store and share your Medical History. The Service is not intended to provide or replace medical advice.

If a Registered User authorizes the sharing of his/her Medical History with a healthcare professional ("Provider"), Embleema will notify the Provider via email that you have authorized access to your Medical History. The Service will then supply information to the Provider on how to access your Medical History using the Service.

The Service allows Registered Users to upload their own medical records in electronic format, in the form of a download of their medical records from their care center's patient portal or a Continuity of Care Document ("CCD"), as defined in the document "HL7 Implementation Guide for CDA® Release 2: Consolidated CDA Templates for Clinical Notes (US Realm)

Draft Standard for Trial Use Release 2.1, Draft Standard for Trial Use, August 2015" (the "Standard"). The Service only processes some information

contained in the header and the following sections of the CCD: allergies, medications, problems, procedures, social history, vital signs, results, immunizations. In addition, integration with some select care centers are available to upload medical records on the Embleema platform.

The Service also allows Registered Users to upload their connected device information and upload their responses to surveys. No other type of information is stored by the Service.

Registered Users shall be solely responsible for the quality as well as the production and uploading their own medical records and data using CCD files either electronically or through other means. Embleema accepts no liability for any issues or inaccuracies caused by data loaded by Registered Users via the CCD or any other user-initiated data upload technique.

Whether you are a "Visitor" (only browsing the Website) or a "Registered User" (current Embleema service account holder), your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms and Privacy and Security Policy, noted herein. The term "you" refers to a Visitor or Registered User or others who wish to access or use the Service.

If you wish to become a Registered User and use the Service, you must read these Terms during the registration process. By creating your account during the process you so indicate your acceptance of these Terms. If you disagree with any part of the Terms, then you do not have permission to access the Service.

Privacy and Security Policy

Your access to and use of this Website and any Embleema Service are also subject to Privacyish and Policies that we use to help ensure your privacy. You may review our Privacy Policies by following the link on our home page. The Embleema Service allows you to upload your personal health care information to exchange your personal health information with your physician. That personal health care information may constitute protected health information ("PHI"), as defined under the Health Insurance Portability and Accountability Act ("HIPAA") regulations. 42 CFR Parts 160 and 164. For any and all Embleema Services where we receive, store and transmit PHI, we will review, establish, maintain physical, administrative and technical security standards for all of our facilities to comply with HIPAA regulations. We will expect the same standard for all business associates of a physicians who access registered users PHI through the Embleema Service. Some of the information you may provide may be considered genetic information as defined under the Genetic

Information Nondiscrimination Act of 2008 ("GINA"), H.R. 493. Our compliance with the requirements of GINA are made through our HIPAA compliance efforts. When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. Before a child reaches the age of 18 years old, he or she cannot legally exercise rights granted by the HIPAA Privacy Rule. For certain special requests, a minors' parents or guardians may be able to act as personal representatives under special patient considerations. The HPAA Privacy Rule grants parents access to their children's medical records.

You are responsible for maintaining the confidentiality of your Login ID and password including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You agree that Embleema takes no responsibility for and disclaims any and all liability or consequential damages arising from your information confidentiality resulting from sharing or losing your Login ID and/or password. Embleema does not store your password. Embleema associates will never ask you for your password.

You may not use as a Login ID the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a Login ID any name that is offensive, vulgar or obscene.

Your Use of the Service

Your right to use the Service is limited to you. It is not assignable or transferable by you to any other person or entity. You agree to use the Service for lawful purposes only. There is no guarantee that Embleema will be able to store any CCD or other medical records, since the quality of the CCD including its compliance to the Standard is dependent upon third-party providers and/or third-party websites.

Access to the Service is available only through a compatible device(s) with sufficient Internet network access. You agree that you are solely responsible for maintaining these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your device and telecommunications providers.

By providing your e-mail address to us, you expressly authorize us to contact you via email from time to time regarding status of the registration process for an account, certain changes made to your Embleema account, such as a change in your Registration Information, updates to your Medical Information and customer service matters.

Intellectual Property

The Website and the Embleema Service contain material, including but not limited to software, text, graphics, images, videos and interactive materials (collectively referred to as the "Content"). For the avoidance of doubt, PHI is never considered to be our "Content." We own the Content, or portions of the Content may be made available to us through arrangements that we have with third-parties. Regardless of whether the Content is owned by us or others, the Content is protected by United States and international copyright and other intellectual property laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. (In other words, if you print some of the Content for your own use, you must include on the printed copy any copyright notice which we or anyone else put there.) You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Website shall automatically terminate and you must immediately destroy any copies you have made of the Content. Certain elements of the Website and Embleema Service are protected by trade dress, trademark, copyright, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors, except as otherwise expressly permitted without the prior written consent of Embleema.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the Website or any Embleema Service infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. Notices and counter-notices must meet the then

current statutory requirements imposed by the DMCA. Notices and counter notices with respect to the Website should be sent to Embleema:

Contact Information

Embleema Website Support
Address : 16 Pearl Street, Suite 110, Metuchen, NJ 08840
Email : support@embleema.com
Phone : +1 619 485 6452

Links to Other Web Sites

The Website or a Embleema Service may contain links to third-party websites ("External Sites"). We provide these links solely as a convenience to you and not as an endorsement by us of the content on those External Sites. The content on any External Site is developed and provided by others. You should contact the site administrator or Webmaster for an External Site you browse if you have any concerns regarding its links or any content located on the External Site.

We are not responsible for the content of any linked External Site and do not make any representations regarding the content or accuracy of any materials on such External Site. You should take precautions when downloading files from websites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk. You should review the Terms of Use and Privacy Policies of each External Site you choose to visit. External Sites may have Terms of Use and Privacy Policies very different from ours.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may do so by notifying us (Embleema) at support@embleema.com. At termination of the services, Embleema will at the request of the registered user return and/or destroy access to and de-identify all protected health information received from or created or received by the registered user or any covered entity.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Embleema and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation of Liability

In no event shall Embleema, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Embleema, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. Embleema cannot always foresee or anticipate technical or other difficulties which may result in, and Embleema shall therefore not be responsible or liable for, any failure to obtain medical information and

Fitbit data, loss of Medical History information or personalization settings or other service interruptions.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Delaware, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

You understand and agree that we may change this Agreement at any time without prior notice. If you maintain an active account with us, you will have to provide us with an active and valid email account that you use, and we will provide you an email notice of any change(s) to the Agreement. Any revised terms and conditions will become effective immediately upon posting, unless we state otherwise in any revised Terms of Use. If you use the Website or a Embleema Service after we post a change to the Terms of Use to the Website of the applicable Embleema Service, we will assume your use means you accept all of the revised terms and conditions. If you do not agree to any change to this Agreement, your only remedy is to stop accessing, browsing and using the Website or Embleema Service.

Contact Us

Thoughts or questions about these Terms, please contact us at support@embleema.com.