

## Device Terms and Conditions

Effective September 1, 2017

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**BY OPERATING THIS SPENCER DEVICE (THE “DEVICE”), YOU ACCEPT AND ARE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (THESE “TERMS”).**

**YOU MAY NOT CONTINUE TO OPERATE THE DEVICE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (1) AT LEAST 18 YEARS OF AGE OR (2) LEGAL AGE TO FORM A BINDING CONTRACT WITH SPENCER HEALTH SOLUTIONS, LLC (REFERRED TO AS “SHS”, “US”, “WE”, OR “OUR” AS THE CONTEXT MAY REQUIRE), OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE DEVICE OR ANY OF ITS RELATED GOODS OR SERVICES BY APPLICABLE LAW.**

We are firmly committed to respecting your privacy and recognizing your need for appropriate protection and management of personally identifiable information you share with us. To read more about our privacy practices regarding health and medical information, please review our Privacy Policy following this agreement. In addition, the following documents are available for review on our website <https://www.helloimspencer.com>:

- Spencer Limited Warranty - Unless the supplier of your Device provides its own warranty, sHS will provide you a warranty as set forth in the Spencer Limited Warranty.
- Service Level Agreement - Unless the supplier of your Device provides its own service warranty, sHS will provide you a warranty on the subscription services you purchase as set forth in our Service Level Agreement.

By agreeing to these Terms, you hereby certify as follows:

**ACKNOWLEDGEMENT.** I acknowledge and agree to the following with respect to my use of the Device, and that if there is a change in any of the following, I will let sHS know of such change as soon as possible:

- (i) sHS is not a pharmacy and will not provide any medications for use in the Device;
- (ii) sHS is not a health-care provider and does not give medical advice. Any information supplied by sHS, including answers to questions on use of the Device, is for informational purpose only, and reliance on any information provided to me by sHS is solely at my own risk. The medical information sHS provides is not intended to substitute for any advice, diagnosis, or treatment provided by a medical professional (like a qualified doctor/physician, nurse, or other healthcare provider).
- (iii) I am solely responsible for purchasing medications for use in the Device and sHS is not liable for any use, misuse, or claims relating to medications. The Device is intended to assist me in taking medications prescribed to me, and I agree that I will monitor all medications that I take and I will confirm the correct dosage and type of medications before taking them, regardless of what the Device may provide to me;
- (iv) I am responsible for selecting a pharmacy that prepares my medications for use in the Device (a “Participating Pharmacy”), and for transferring to that Participating Pharmacy, where applicable, all of my prescriptions so that my medications may be prepared for use with the Device;
- (v) sHS does not accept any responsibility for interruptions in Internet service caused by a third party; and
- (vi) I am solely responsible for ensuring the security of my log-in information (the “Log-In Information”), which must be kept strictly confidential at all times. I am solely responsible for any and all activities that occur under all of my Log-In Information, and I agree to notify sHS immediately of any unauthorized use of my Log-In Information or accounts or any other breach of security. Neither sHS nor its vendors and Participating Pharmacies will be liable for any loss of my personal information that may occur as a result of someone else using my Log-In Information, either with or without my knowledge.

**CONSENT FOR sHS'S DISCLOSURE AND USE OF MY PROTECTED HEALTH INFORMATION.** I consent to sHS's use of my protected health information as described in these Terms. I understand, acknowledge, and consent that, with respect to my use of the Device:

- (i) The Device will also collect protected health information about me and transmit that information to sHS;
- (ii) Participating Pharmacies and health care providers will give to sHS information about me, including my protected health information, which includes information relating to the diagnosis, treatment, claims payment, and health care services provided or to be provided to me and which may identify my name, address, social security number, and other information personally identified to me;
- (iii) I acknowledge that the Device may display and transfer protected health information from third-party devices that I may choose to connect to the Device and that sHS makes no representations or warranties about the accuracy of information that is transferred from such devices to the Device or the ability to connect third-party devices to the Device that have not been approved by sHS;
- (iv) I acknowledge that the Device will also collect information about me and transmit that information to sHS and to Participating Pharmacies, distributors, caregivers, health care providers, and other authorized third-parties, and I agree that such recipients have no obligation or responsibility to view or take action upon receipt of such information. I understand that I may opt-out or otherwise restrict the disclosure of my protected health information to Participating Pharmacies and others by providing written notice to sHS; and
- (v) sHS may take information about me, de-identify it (that is, take out information identifying who I am in accordance with applicable law), put it together with information regarding others using the Device, and use the de-identified information for other uses including, without limitation, research, population analytics, and patient care and outcome panels.

**SAAS LICENSE.** Unless the supplier of my Device provides separate license terms, I acknowledge that access to software on this Device is provided via a subscription service ("SaaS Services"), and my license to use the SaaS Services will automatically terminate upon expiration or termination of my contract. By agreeing to these Terms, I acknowledge that I may use the SaaS Services solely for my own personal purposes and shall not (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make any SaaS Services available to any third party, or (b) use or authorize the use of the SaaS Services in any manner or for any purpose that is unlawful under applicable law. I acknowledge that all right, title, and interest in and to the SaaS Services, including, without limitation, all modifications, enhancements, and intellectual property rights thereto, shall belong solely to sHS and/or its applicable licensors.

**LEGAL AUTHORITY.** I accept these Terms as the individual that will use the Device or if I am not, I am duly authorized to accept these Terms on behalf of the individual that will use the Device.