

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 the personally identifiable information, including personal health care information, you share with us. To read more about our privacy practices regarding health and medical information, please review our Privacy Policy, which along with the following documents, is 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. Any medical information sHS may provide 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 shall 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 THE COLLECTION, USE AND DISCLOSURE OF MY PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING WITHOUT LIMITATION MY PERSONAL HEALTH CARE INFORMATION. I consent to the collection, use and disclosure of my personally identifiable information, including without limitation, my personal health care information, as described in these Terms. I understand and acknowledge that, with respect to my use of the Device:

- (i) the purpose of this consent relates to my use of the Device and is given voluntarily by me;
- (ii) the collection, use and disclosure of my personally identifiable information, including without limitation, my personal health care information, to which I am consenting is strictly necessary for the full and proper use of the Device;
- (iii) the Device will collect, use and disclose my personally identifiable information, including, without limitation, my personal health care information, and will transmit such information to sHS, Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties;
- (iv) the disclosure and transmission of my personally identifiable information, including, without limitation, my personal health care information, as provided for above may necessitate such information being disclosed to persons or parties outside of the Country, Province or Territory within which i reside;
- (v) while the Device will collect, use and disclose my personally identifiable information, including, without limitation, my personal health care information, and will transmit such information to sHS, Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties, such recipients shall have no obligation or responsibility to view or take action upon receipt of such information;
- (vi) this consent shall be sufficient authority for Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties to disclose to sHS my personally identifiable information, including, without limitation, my personal health care 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 insurance number, and other information personally identified to me;
- (vii) this consent shall be sufficient authority for sHS to disclose to Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties my personally identifiable information, including, without limitation, my personal health care 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 insurance number, and other information personally identified to me;
- (viii) the Device may collect, use, disclose, display and transfer my personally identifiable information, including, without limitation, my personal health care information from third-party devices that I may choose to connect to the Device;
- (ix) sHS makes no representations or warranties as to the ability of third-party devices that have not been approved by sHS to actually connect to the Device, nor does it make any representations or warranties as to the accuracy of information that is transferred from third-party devices that I may choose to connect to the Device;
- (x) this consent shall be effective from the time it is given until it is revoked as herein provided;
- (xi) I may, at any time, revoke my consent to the collection, use and disclosure of my personally identifiable information, including, without limitation, my personal health care information, by providing written notice of revocation of my consent to sHS or the Participating Pharmacy, distributor, caregiver, health care provider or other authorized third-party from whom I received the Device;
- (xii) if I at any time revoke my consent to the collection, use and disclosure of my personally identifiable information, including, without limitation, my personal health care information, it may adversely affect my ability to fully or properly use the Device; and
- (xiii) sHS, Participating Pharmacies, distributors, caregivers, health care providers and other authorized third-parties may take my personally identifiable information, including, without limitation, my personal health care information, de-identify it (that is, take out information identifying who I am in accordance with applicable law), put it together with the de-identified information of 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 earlier 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.