

Terms of Services for [Cardionet.mybalanceonline.com](http://www.cardionet.mybalanceonline.com)

Introduction

Welcome to www.cardionet.mybalanceonline.com. CardioNet, LLC (Hereinafter referred to as “CardioNet”) has a limited revocable License to use www.cardionet.mybalanceonline.com solely for CardioNet’s own internal business purposes with CardioNet’s Payment Accounts. By visiting www.cardionet.mybalanceonline.com and accessing the information, resources, services, products and tools that are provided, End-User understands and agrees to accept and adhere to the following Terms of Service as well as the Terms and Conditions set forth in the CardioNet’s Privacy Policy. To access CardioNet’s Privacy Policy please click here. [Privacy Policy](#).

The herein Terms of Service were revised on August 20, 2018.

CardioNet reserves the right to change these Terms of Service from time to time without notice. End-User acknowledges and agree that it is the End-User’s responsibility to review the herein Terms of Service and the Private Policy periodically to familiarize yourself with any revisions and/or modifications. End-User’s continued use of the website after such revisions and/or modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Responsible Use and Conduct

By visiting the website, www.cardionet.mybalanceonline.com and accessing the information, resources, services, products and tools that CardioNet provides to its End-Users, either directly or indirectly (hereafter referred to as, “Resources”), End-User agrees to use the Resources only for the purposes intended as permitted by:

- (a) the terms of the Herein Terms of Service, and,
- (b) applicable laws, regulations and generally accepted online practices or guidelines.

End-Users’ Temporary, Revocable, Non-Exclusive License to Use

www.cardionet.mybalanceonline.com

CardioNet, hereby grants to www.cardionet.mybalanceonline.com End-Users, a temporary, revocable, non-exclusive license to use www.cardionet.mybalanceonline.com for the purposes of payment processing and product returns as well as monitoring the End-User’s accounts, and the medical information contained therein.

Terms of Service

End-User by accessing and using www.cardionet.mybalanceonline.com acknowledges and agrees that:

a. In order to access the resources on www.cardionet.mybalanceonline.com, End-User will be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the website resources. End-User agrees that any information that End-User provides will be accurate, correct and up-to-date.

b. End-User is responsible for maintaining the confidentiality of any login information associated with any account that End-User uses to access the www.cardionet.mybalanceonline.com resources. Accordingly, End-User is responsible for all activities that occur under the End-User's account(s).

c. Accessing (or attempting to access) any of the resources on www.cardionet.mybalanceonline.com by any means other than through the means that CardioNet provides, is strictly prohibited. End-user specifically agrees not to access (or attempt to access) any of the website's services and/or resources through any automated, unethical, or unconventional means.

d. Engaging in any activity that disrupts or interferes with www.cardionet.mybalanceonline.com resources, including the servers and/or networks to which www.cardionet.mybalanceonline.com resources are located or connected, is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade or resell the website's resources is strictly prohibited.

f. End-User is solely responsible and may incur criminal or civil liability for any consequences, losses or damages that CardioNet and the Licensor, may directly or indirectly incur or suffer due to any unauthorized activities conducted by End-User.

g. CardioNet may provide various open communication tools on www.cardionet.mybalanceonline.com, such as blog comments, blog posts, public chat forums, message boards, newsgroups, E-mail, product and service ratings and reviews, various social media services, etc. End-User understands that generally CardioNet does not pre-screen or monitor the content posted by users of these various communication tools, which means that if End-User chooses to use these tools to submit any type of content on the website, then it is End-User's personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, End-User agrees that End-User will not upload, post, share, or otherwise distribute any content that:

(i) is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

(ii) infringes on any trademark, servicemark, patent, trade secret, copyright, or proprietary right of any party;

(iii) contains any type of unauthorized or unsolicited and advertising;

(iv) Impersonates any person or entity, including any CardioNet and/or www.cardionet.mybalanceonline.com employees or representatives.

h. CardioNet and Licensor have the right at the companies' sole discretion to remove any content that in their sole judgment does not comply with the herein Terms of Service, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd. party copyrights or trademarks. If End-User posts content that CardioNet and Licensor choose to remove, End-User hereby consents to such removal and consents to waive any claims against CardioNet and Licensor.

i. Neither CardioNet nor Licensor assumes any liability for any content posted by End-Users or any other third-party users of the website. However, any content posted by the End-User using any open communication tools on the website, provided that it doesn't violate or infringe on any third-party copyrights or trade or service marks, becomes the property of the CardioNet and/or Licensor and as such, gives CardioNet and Licensor a perpetual, irrevocable, worldwide, royalty-free exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers as applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use the resources of www.cardionet.mybalanceonline.com and End-User account information. All information provided as part of the registration process and End-User Account Information for www.cardionet.mybalanceonline.com is covered in the Privacy Policy of CardioNet attached.

j. By End-User's use of the herein website, End-User agrees to indemnify and hold harmless, CardioNet and Licensor and their parent companies, affiliates, and their directors, officers, managers, employees, agents, and representatives from and against all losses, expenses, damages and costs including reasonable attorneys' fees resulting from any violation of the Terms of Service or the failure to fulfill any obligations relating to End-User's account incurred by End-User or any other person using End-User's account including but not limited to, any claims for breach of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and collectively with Original HIPAA, the "HIPAA Statute") along with regulations promulgated by the Secretary of the Department of Health and Human Services under the HIPAA Statute including the "Privacy Rule" (45 CFR Parts 160 and 164, Subparts A and E) and the "Security Rule" (45 CFR Part 160 and 164 Subparts A and C as Amended by the Omnibus Rule (45 CFR Part 160 Subparts A, B, C, and D and Part 164 Subparts A and C (Collectively the HIPAA-HITECH Rules)" as well as the Gramm Leach Bliley Act, Privacy Rule 16 CFR §313 and the Gramm Leach Bliley Act, Safeguards Rule 16 CFR §314.

Privacy

End-User's privacy is very important to CardioNet which is why CardioNet has created a separate Privacy Policy in order to explain in detail, how CardioNet collects, manage, processes, secures, stores, and transmits End-User's private information. CardioNet, LLC's privacy policy is included herein. To review CardioNet's privacy policy select "Privacy Policy" here.

Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH)

CardioNet and Licensor manages, operates, controls, stores and transmits the data and information contained in www.cardionet.mybalanceonline.com in accordance with HIPAA, HITECH regulations specifically including but not limited to the HIPAA/HITECH "Privacy Rule" (40 CFR Parts 160 and 164, Subparts A and E and the HIPAA/HITECH "Security Rule" (45 CFR Parts 160 and 164 Subparts A and C. The operation of www.CardioNet.mybalanceonline.com and the protection, transmission and storage of the data contained herein is controlled and regulated by the terms and conditions set forth in a written HIPAA Business Associate Agreement between CardioNet and Licensor.

Payment Card Industry Data Security Standard (PCI DSS)

www.cardionet.mybalanceonline.com is operated and maintained by a PCI DSS Level 1 Compliant Merchant.

Limitations of Warranties

End-User by using www.cardionet.mybalanceonline.com, understands and agrees that all services and resources provided herein are provided "as is" and "as available". This means that neither CardioNet nor Licensor represents or warrants to End-User that:

- (a) the use of the services and/or resources on the herein website will meet End-User's needs or requirements;
- (b) the use of the services and/or resources on the herein website will be uninterrupted, timely, secure or free from errors;
- (c) the information obtained by using the services and/or resources in the herein website will be accurate or reliable; and,
- (d) any defense in the operation or functionality of any services or resources we provide will be repaired or corrected.

Furthermore, End-User understands and agrees that:

- (e) any content downloaded or otherwise obtained through the use of our services and/or resources is done that the End-User's own discretion and risk, and that End-User

is solely responsible for any damage to End-User's computer or other devices for any loss of data that may result from the download or interface of such content;

(f) no information or advice, whether expressed, implied, oral or written, obtained by the End-User from www.cardionet.mybalanceonline.com or through any services and/or resources provided herein, shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in the herein Terms of Service.

Limitations of Liability

In conjunction with the Limitations of Warranties as explained above, End-User expressly understands and agrees that any claim against CardioNet and Licensor shall be limited to the amount paid by the End-User if any, for use of the services and resources herein. Neither CardioNet nor the Licensor shall be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by End-User as a result of using the services and/or resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Copyrights/Trade and Service Marks

All content and materials available on www.cardionet.mybalanceonline.com, including but not limited to text, graphics, website, name, code, images and logos are the intellectual property of CardioNet and/or the Licensor and are protected by applicable copyright and trade and service mark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by CardioNet and/or the Licensor.

Termination of Service

End-User understands and agrees that CardioNet and/or Licensor, at our sole discretion, may suspend, or terminate End-User's access to all or part of www.cardionet.mybalanceonline.com and the services and resources set forth therein with or without notice and for any reason, including, without limitation, breach of this Terms of Service. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating End-User's relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, End-User's right to use the services and resources that are provided on www.cardionet.mybalanceonline.com will immediately cease, and CardioNet and Licensor reserves the right to remove or delete any information that End-User may have on file on the herein website, including any account and/or login information.

Governing Law

www.cardionet.mybalanceonline.com is hosted and maintained by Licensor and licensed to CardioNet. CardioNet owns all data and information contained in the herein website. By accessing www.cardionet.mybalanceonline.com, End-User agrees that the statutes and laws of

the Commonwealth of Pennsylvania without regard to the conflict of laws will apply to all matters relating to the use of this website, and the use of the services and resources through this site. Furthermore, any action to enforce the herein Terms of Service shall be brought in federal or state Courts located in the Commonwealth of Pennsylvania. End-User hereby agrees to the personal jurisdiction of such courts, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Receiving Communications from www.cardionet.mybalanceonline.com

We will use End-User information that End-User provides herein to communicate with the End-User regarding the End-User's Payment Accounts herein. If you check the "Opt-In" feature on www.CardioNet.mybalanceonline.com, or if you do not uncheck a pre-checked "opt-in" box, www.cardionet.mybalanceonline.com may send you direct electronic mail about your payment accounts and any inquiries you may have submitted to us about the payment accounts.

Can You "Opt-Out" of Receiving E-mail Communications from www.cardionet.mybalanceonline.com?

If you change your mind and decide that you do not want to receive e-mails from www.cardionet.mybalanceonline.com you may opt-out at any time by simply sending an e-mail request to the contact information identified below stating that you wish to opt-out of receiving any electronic mail (e-mail) from www.cardionet.mybalanceonline.com.

What are Cookies? How Do We Use Cookies?

We may use Cookies on www.cardionet.mybalanceonline.com to customize and personalize your experience on www.cardionet.mybalanceonline.com. Essentially, a cookie is a small amount of data that is sent to your browser from a web server and is stored on your computer's hard drive. We may use cookies for several purposes in connection with the operation of www.cardionet.mybalanceonline.com:

- (a) We may use cookies for authentication, to identify you and access your information stored on our computers in order to deliver you a better and more personalized experience.
- (b) Upon request, we may save your "user name" so that you do not have to re-enter it every time you visit www.cardionet.mybalanceonline.com.
- (c) We may use cookies to estimate the End-User's usage patterns. Each browser accessing www.cardionet.mybalanceonline.com may be given a unique cookie that is then used to determine the extent of repeat visits and the End-User's activity during those visits. We may use the historical information both individually and, in the aggregate, to help www.cardionet.mybalanceonline.com make the website more user friendly and responsive to the use of the End-Users.

(d) We may also use cookies to track individual End-User's progress and the number of entries through www.cardionet.mybalanceonline.com.

Do You Have Choices About Cookies?

The End-User has several choices with respect to cookies. The End-User can modify your browser preferences to accept all cookies, to notify you when a cookie is sent, or to reject all cookies. However, www.cardionet.mybalanceonline.com may use cookie-based authentication. Accordingly, if you choose to reject all cookies you may not be able to log onto www.cardionet.mybalanceonline.com and/or use the website services.

What Else Should You Know About Your Online Privacy at www.cardionet.mybalanceonline.com

For information regarding CardioNet's Confidentiality and Privacy Policies see the attached Privacy Policy. With regard to End-User's Online Privacy, it is important to remember that whenever an End-User voluntarily discloses personal information on-line, the End-User's information can be collected and used by others. If the End-User transmits or posts personal information on-line that is accessible to others, End-User will not be able to control how that information is used by others. When www.cardionet.mybalanceonline.com receives the transmitted information, CardioNet will use the Terms of Service summarized herein and the Terms and Conditions in the CardioNet Confidentiality and Privacy Policy attached, to ensure the integrity and security of that information in our systems. Unfortunately, notwithstanding any of the steps taken by us, it is not possible to guarantee the security and integrity of data transmitted over the Internet. Consequently, while we take reasonable measures to protect your personal information, we cannot and do not warrant the security or integrity of any information you transmit to us when registering for www.cardionet.mybalanceonline.com over the internet. All such transmission of information is at the End-User's own risk. Moreover, though we are committed to having www.cardionet.mybalanceonline.com comply with the herein Terms of Service and the CardioNet Privacy Policy, the End-User is ultimately responsible for maintaining the secrecy of the End-User's password and the End-User's personally identifiable Information and/or Personal Health Information. If the End-User is careless with the End-User's password or if the End-User decides to share their password to third parties, the End-User must be aware of the risk that such third parties will have access to all of the End-User's personally identifiable information and/or Personal Health Information.

Warranty Disclaimer

UNLESS OTHERWISE EXPRESSED, CARDIONET AND LICENSOR SPECIFICALLY RELATED TO THE ACCESS AND USE OF WWW.CARDIONET.MYBALANCEONLINE.COM EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

Contacting CardioNet Regarding Services or Resources On www.cardionet.mybalanceonline.com

If there are any questions regarding the herein Terms of Service and/or the services and/or resources on www.Cardionet.mybalanceonline.com, End-User may contact a representative using the information below:

(ADD CONTACT INFORMATION HERE)