

CARINGTIES / EMS SIGNPOST USER AGREEMENT

1. INTRODUCTION

CaringTies is an Internet-based, personal-health-record database where Members (sometimes “you” or “your”) can store and maintain all of your important health-related information as well as your important health-related documents. Members may grant access to family members and others, referred to as “Accessors,” to allow them to see Member’s health-care information and documents. Members may also grant rights to others, known as “Custodial Participants,” giving them the ability to update, modify, and delete Member’s health-care information and/or documents (collectively “Content”) in the CaringTies database.

EMS SignPost is a tool that permits Emergency Personnel to quickly access the Content that the Member or Custodial Participant uploads to the CaringTies database. In an emergency, it is envisioned that Emergency Personnel will be able to gain access to Member’s health information and documents by using near field communications technology or others means. For purposes of this CaringTies / EMS SignPost User Agreement (“Contract,”) the term “Emergency Personnel” includes all governmental agencies involved in providing emergency medical/ management services and/or emergency response services including all emergency dispatchers, ambulance service providers, first responders, medical technicians, paramedics, fire fighters, law enforcement officers, treating nurses and doctors, hospitals, clinics, and each of their employees and staff.

At this time, there is no cost to Members to participate in the CaringTies/EMS SignPost services (collectively “Services”). The Member’s local Municipality pays a fee to support the Services because it cares about the health and well-being of its citizens.

The Services are proprietary software systems that have been developed and are maintained and administered by Electronic Commerce Link, Incorporated, and Ohio company (hereinafter “EC Link,” “we” or “our”).

2. YOUR CONSENT TO ENTER INTO A BINDING CONTRACT

This Contract contains an authorization to disclose your health information, a waiver of liability, indemnity provisions, and other important terms and conditions that constitute a binding legal contract between and among you, your Accessors, your Custodial Participants, and EC Link and each of our successors, parent companies, subsidiaries, affiliates, personal or legal representatives, executors, administrators, heirs, distributees, devisees and legatees, as may be applicable.

By registering for and using the Services, you consent to abide by each of the terms and conditions contained within this Contract. If you do not agree with any of these terms or conditions, do not enroll in the Services and/or delete your account immediately.

3. PAYMENT

At this time, the EMS SignPost service is free Members’ personal use in accordance with the terms and conditions contained in this Contract.

4. PRIVACY AND YOUR AUTHORIZATION TO RELEASE YOUR HEALTH INFORMATION AND DOCUMENTS

EC Link is committed to protecting the privacy of Members' health information. When you create an account, you will need to enter personal identifying information such as your name, date of birth, Social Security Number, e-mail address, etc. You will then be given a login password that is unique to you so that you will be the only person who can access and modify your health information. You may then grant access to others that you trust, which persons you can designate as Accessors or Custodial Participants. If you ever suspect that your account or your Content has been compromised or accessed without your consent, you must notify us immediately.

You understand and recognize that one of the main benefits of the Services is to allow us to disclose your health information to Emergency Personnel and others to permit them to assist you when you need help. Therefore, you hereby authorize EC Link and its affiliates, employees and agents, to disclose your health information to the following persons or entities:

1. To all Emergency Personnel.
2. To all of your health care providers.
3. To all separately designated "Accessors."
4. To all separately designated "Custodial Participants."
5. As may be applicable, to your long-term care facility, senior housing facility, assisted living facility, nursing home facility, continuing care retirement community, hospice care facility, respite care facility, home health care agency, Medicare, state medical assistance (Medicaid) office, adult day care, and the like.
6. To other persons or entities (a) as permitted by law, or (b) to enforce the terms of this Contract.

You also authorize us to disclose (1) all Content that is placed in your account on the CaringTies / EMS SignPost Services (including records relating to your mental health care, communicable diseases, HIV or AIDS, and treatment of alcohol/drug abuse) (2) for any time period (past, present, future), and (3) for any purpose.

This authorization is valid from the date of your/ your representative's signature below and shall expire upon the deletion of your Services account or by giving EC Link thirty (30) days' advance written notice.

You have the right to revoke this authorization at any time. However, your revocation will not be effective to the extent that any person or entity has already acted in reliance on your authorization

You understand that your treatment will not be conditioned on whether you sign this authorization or agree to the terms and conditions contained in this Contract.

You understand that any health or other information that is disclosed pursuant to this authorization may be re-disclosed by any recipient(s) without protection by federal or state privacy or other laws.

5. OWNERSHIP AND MAINTENANCE OF CONTENT

You own and are responsible for all Content that you upload or that is placed in your account. You also represent to us that you will not upload any Content that you do not have permission to use or that is not owned by you. You must also safeguard your password and periodically check the Services to make sure that all Content is accurate and up to date.

6. OWNERSHIP OF SERVICES

EC Link retains all right, title and interest (including all intellectual property rights) in and to the Services, their brands, images, logos, and marks.

7. YOUR LICENSE TO USE THE SERVICES, TERMINATION BY US, AND CANCELLATION BY YOU

For your personal use only, you may use the Services with our consent as contemplated under this Contract. You may not upload any Content that is false, incorrect, illegal, not yours, harmful, fraudulent, obscene, offensive, disparaging, objectively inappropriate, or deemed inappropriate by us in our discretion. We may restrict or revoke your right to use the Services and permanently delete your Content at any time for any reason, without notice or liability to you. You may cancel your use of the Services at any time by deleting your account and/or by giving EC Link thirty (30) days' advance written notice.

8. OUR RIGHT TO USE YOUR CONTENT

You grant to us the right to use, copy, distribute, and create derivative works of your Content, without limitation and without any payment obligation by us.

9. DISCLAIMER OF SERVICE AVAILABILITY, STORAGE OF CONTENT, OR ACCURACY OF CONTENT

EC Link does not guarantee any service availability or connectivity. You assume total responsibility and risk for your use of the Services and all use is "as is and with all faults." EC Link does not guarantee the indefinite storage of your Content. You must keep original or back up copies of all of your Content. Also, EC Link does not verify the completeness or accuracy of your Content. It is your responsibility to monitor and maintain your Content. You understand that if EC Link distributes out-of-date or incorrect Content, it could cause serious adverse consequences for you. EC Link will not be liable for any failure of connectivity, failure to return Content to you, or failure to verify the accuracy or completeness of your Content.

10. DISCLAIMER OF WARRANTIES

EC LINK MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES, ACCESS TO THE SERVICES, THE SECURITY OF THE SERVICES, ANY ERRORS IN THE SERVICES, THE DISTRIBUTION AND RELEASE OF CONTENT, THE ACCURACY OF CONTENT, OR ANY INFORMATION OR SERVICES OFFERED BY EC LINK.

11. LIMITATION OF LIABILITY

EC Link is not liable to Member or any third party, whether any alleged liability arises in contract, breach of warranty, tort, negligence, product liability, or under any laws of the United States or the State of Ohio, for any damages whatsoever including any indirect, incidental, exemplary, special, punitive, or consequential damages for any reason whatsoever including but not limited to damages from claims related to any inability to use the Services, your treatment, any delay in your receiving treatment, any lack of medical treatment provided to you, any lost Content, any unauthorized use of the Services, or any other matter related in any way to the use or termination of the Services.

12. INDEMNITY

You agree to indemnify, defend, save and hold harmless EC Link and our successors, assigns, parents, affiliates, suppliers, partners, officers, insurers, agents and employees from and against all claims, demands, actions, liabilities, costs any claim, demand, losses, costs, damages, liabilities or expenses, including attorney's fees, arising out of or connected with any claim by a third party which is inconsistent with any of the representations or warranties made by you in this Contract, from your use of the Services, from any unauthorized use of the Services attributable to you, from your uploading or failure to update your Content, from your termination of Services, and/or otherwise from your breach of this Contract.

13. SURVIVAL OF INDEMNITY AND OTHER OBLIGATIONS

The termination of this Contract or of the Services shall not affect the continuing obligations of you to EC Link, including the obligation to indemnify EC Link as stated above.

14. ARBITRATION

At EC Link's sole election, any controversy or claim may be required to be decided by binding arbitration before the National Arbitration Forum or the American Arbitration Forum.

15. NOTICES

All legal notices to EC Link, unless a change of address is given to us in writing, must be made at 4303 Hamilton Ave., Cincinnati, OH 45223. We may contact you via the CaringTies web portal or we may send you written notices at the address you provide below, unless you provide us with a change of address in writing.

16. MODIFICATIONS AND ADDITIONAL TERMS

You may not change the terms of this Contract. We may unilaterally amend the terms of this Contract by providing you with notice of additional terms. Thereafter, your continued use of the Services, and not deleting your account, will serve as your consent to abide by the additional terms provided to you. If you do not agree with any of the additional terms that we may incorporate into this Contract, you must discontinue your use of the Services and delete your account.

17. LIMITATION OF THE CLAIMS PERIOD

You agree that all claims against us must be filed in Court or received by us in writing within ONE YEAR after the occurrence giving rise to your claim. Otherwise your claim and/or lawsuit will be time-barred.

18. ASSIGNMENTS

This Contract may not be assigned by you. This Contract or portions of this Contract may be assigned by EC Link to others in its discretion and without your consent.

19. GOVERNING LAW

The formation, effect, performance, and construction of this Contract, as may be amended, shall be governed by the laws of the State of Ohio.

20. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with regard to the EMS Sign Post service and no other representations or statements will be binding upon the parties. If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract shall remain in full force and effect.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE READ AND UNDERSTAND EACH OF THE TERMS AND CONDITIONS IN THIS CONTRACT AND AGREE TO EACH OF THEM.