



## TERMS OF USE: HALO COMMUNICATIONS

Halo Communications Inc. provides a secure mobile texting platform, Halo, that allows health care professionals and their patients to quickly and safely communicate about patient care. To keep the Halo platform running smoothly for all of our Users, you agree that you will use Halo Communications services and products, including but not limited to, Halo platform mobile application, Halo Staff Desktop Application and the Halo Web Portal (the "Services") only in a manner consistent with the following Terms of Use Policy (the "Terms").

The Terms govern your access to and use of the Services. You agree that by registering or by using the Services, you are entering a legally binding agreement with Halo Communications Inc., located at 1 West 4<sup>th</sup> Street, Cincinnati, OH 45202 ("Halo Communications") based on the Terms and the Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement"). Your access to and use of the Services is conditioned on your acceptance of and compliance with the Agreement. The Services that Halo Communications provide are always evolving and the form of the Services may change from time to time without prior notice to you. By accessing or using the Services you agree to be bound by the Terms.

If you are accepting the Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You agree to require all employees, agents and other third parties, including patients ("Users"), accessing or using the Services to comply with the Terms. If you are using the Services on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. You may use the Services only in compliance with the Terms and all applicable local, state, national, and international laws, rules and regulations.

### 1. User Obligations

You are responsible for your use of the Services, for any information, including personal information, you post to the Services, and for any consequences thereof. You may use the Services only if you can form a binding contract with Halo Communications Inc. and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. Anyone under 18 years of age may not use or access the Services for any reason.

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your account and with other accounts that you may connect to your Halo Communications account. You expressly agree to use reasonable security precautions appropriate to the sensitivity of information you are transmitting via the Services. You must immediately notify Halo Communications of any unauthorized use of your password or account by calling 1-855.362.HALO (4256) number. Halo Communications will not be liable for any loss or damage arising from your failure to comply with the above requirements.

You are responsible for confirming that all communications, whether containing time sensitive, urgent or medically altering information, sent using the Services, are received, read and acted upon by the receiving party. Halo Communications is not liable for any claims, suits, damages, fines, penalties and liabilities resulting from or arising out of failure of a communication using Halo Communications Services to be sent, received, read or acted upon.

You are responsible for informing all employees, agents and other third parties, including patients that Halo Communications does not offer medical advice. Any content accessed through Halo Communications products and

services is for informational purposes only, and is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. Users must not ignore or delay obtaining professional medical advice because of information accessed through Halo Communications and should call 911 for all medical emergencies.

## **2. Restrictions on Use of the Services**

You may not do any of the following while accessing or using the Services:

- Interfere with or disrupt the proper operation of the Halo platform;
- Access, tamper with, or use non-public areas of the website, our computer systems, or the technical delivery systems of our providers;
- Attempt to probe, scan, or test the vulnerability of any Halo Communications system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Halo Communications or any of our providers or any other third party (including another user) to protect the Services;
- Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks;
- Send any unsolicited or unauthorized spam and spam comments on posts, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable laws, regulations and ordinances, including any laws regarding the export of data or software;
- Provide information that is false or misleading or that you do not own or have the right to use; and
- Encourage or enable any other individual to do any of the activities prohibited in this Terms of Service Policy.

## **3. Privacy**

Any information that you provide to Halo Communications is subject to the Privacy Policy and/or applicable HIPAA Business Associate Agreement, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Halo Communications. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Halo Communications account, which you may not be able to opt-out from receiving.

## **4. Halo Communications Rights**

The entire content of Halo Communications Services (including all information, software, text, displays, images and audio) are all protected by United States and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. You may not copy modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material of this mobile application without the prior written consent of Halo Communications. Halo Communications gives you a personal, revocable, non-assignable, and non-exclusive license to use Halo Communications Services. Halo Communications reserves all rights not expressly granted in the Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding Halo Communications, or the Services is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## 5. Ending These Terms

You may end the Terms with Halo Communications for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please contact us [513-929-1900]. Deactivating an individual or company account will not terminate a company's agreement with Halo Communications or any obligations your company has pursuant to such agreement, including but not limited to its payment obligations.

We may suspend or terminate your company or individual User accounts or cease providing you with all or part of the Services if we reasonably believe: (i) you or your employees, or other parties acting on your behalf or request have violated the Terms, or (ii) you create risk or possible legal exposure for us. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account. Halo Communications may terminate your subscription and access to the Services in accordance with the applicable customer agreement.

Upon termination of your account, Halo Communications will delete all Information stored in Halo Communications secure database unless you arrange with Halo Communications to have your data exported. In addition, the Terms shall terminate, including, without limitation, your license to use the Services, except those sections that you would expect to survive termination.

## 6. Disclaimers, Indemnities and Limitations of Liability

Please read this section carefully since it limits the liability of Halo Communications and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Halo Communications Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

### 6.A. The Services are Available "AS-IS"

THE SOFTWARE PRODUCT IS PROVIDED BY HALO COMMUNICATIONS ON AN "AS-IS" BASIS. ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED OR CONTRACTUAL OR STATUTORY, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITATION, HALO COMMUNICATIONS NEITHER REPRESENTS AND WARRANTS, NOR COVENANTS, THAT (a) THE OPERATION AND/OR USE OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, (b) THE SOFTWARE PRODUCT WILL PERFORM IN EVERY OPERATING ENVIRONMENT, (c) ALL DEFICIENCIES OR ERRORS IN THE SOFTWARE PRODUCT ARE CAPABLE OF CORRECTION OR (d) THE SOFTWARE PRODUCT MEETS THE REQUIREMENTS OF ANY PARTY WHATSOEVER. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

### 6.B. Limitation of Liability

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF THE CUSTOMER'S DIRECT DAMAGES ACTUALLY INCURRED OR THE FEES PAID BY CUSTOMER TO HALO COMMUNICATIONS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

NEITHER PARTY HERETO MAY BE HELD LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING FROM ANY CLAIM RELATING DIRECTLY OR INDIRECTLY TO THE AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT OR TORT (WHETHER UNDER A THEORY OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY THEREOF.

EACH PARTY HERETO ACKNOWLEDGES THAT THE OTHER PARTY HERETO HAS RELIED UPON THE LIMITATIONS ON LIABILITY SET FORTH IN §6 AND, BUT FOR THEIR INCLUSION HEREIN, WOULD NOT HAVE ENTERED INTO THE AGREEMENT.

#### 6.C. Indemnification

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless the Halo Communications Entities, from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs), related to all third party claims, charges and investigations related to (1) the failure of you or your employees or agents to comply with the Terms or to safeguard third party personal health information and (2) any activity in which you or your employees or agents engage on or through the Services.

### 7. Third-Party Services

You may choose to allow third-party service providers to retrieve, provide, and/or modify health and other information in your Halo Communications account. Once you enable a specific third-party service provider to access your account, the service provider may continue to access your account until you affirmatively disable access. Third-party service providers include both health care providers and other entities. It is your sole responsibility to review and approve each such third-party service provider before sharing your information with such service provider through your Halo Communications account or otherwise allowing such service provider access to it. Halo Communications is not responsible for and does not endorse any third-party service providers or their services or content. Use of third-party service providers and reliance on their services and content is solely at your own risk. Halo Communications may not be held liable for any damages arising out of or related to your use of any third-party service providers.

### 8. General Terms

#### 8.A. Controlling Law and Jurisdiction

The Terms and any action related thereto will be governed by the laws of the State of Ohio without regard to or application of its conflict of law provisions or your state or country of residence.

All claims, legal proceedings or litigation arising in connection with the Services shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") and shall be resolved by one arbitrator. Such arbitration shall be conducted in Hamilton County, Ohio, or such other location as the parties may select by mutual agreement. In addition to any remedies available to Halo Communications, the arbitrator is authorized to award Halo Communications reasonable attorneys' fees and costs.



Any controversy, claim or dispute you have against Halo Communications shall not be consolidated or otherwise combined with any controversy, claim or dispute that any other person has against Halo Communications arising out of or relating to the Services.

Any arbitration claim you bring relating to the Services shall neither name as a claimant nor be brought on behalf of anyone other than yourself. The parties hereby consent to the exclusive jurisdiction of the state and federal courts of Ohio for the enforcement of any arbitration award and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

#### 8.B. Waiver and Severability

The failure of Halo Communications to enforce any right or provision of the Terms will not be deemed a waiver of such right or provision. In the event that any provision of the Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of the Terms will remain in full force and effect.

#### 8.C. Notifications

To let you know what new subscriptions are available from time to time, or to notify you of a change or charge to your account, Halo Communications will send you a message. You agree that as a subscriber, Halo Communications may send you such messages. You will receive this message even if you have opted out of receiving other messages from Halo Communications. If you do not want to receive this message, you may cancel the subscription at any time as provided in the Terms. Notifications pursuant to these Terms may be sent to Halo Communications Inc.'s corporate offices located at: 407 Vine Street, Suite 223 Cincinnati, Ohio 45202.

#### 8.D. Entire Agreement

The Terms, the Privacy Policy and, to the extent applicable, the customer agreement and/or a Business Associates Agreement ("the Agreement"), are the entire and exclusive agreement between Halo Communications and you regarding the Services (excluding any services for which you have a separate agreement with Halo Communications that is explicitly in addition or in place of the Terms). The Agreement supersedes and replace any prior agreements between Halo Communications and you regarding the Services. To the extent that there is any conflict between these Terms and the customer agreement, the terms of the customer agreement will control.

#### 8.E. Updates to the Terms of Use

We may revise the Terms from time to time, the most current version will always be at [dochalo.com](http://dochalo.com). If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end the Terms with us as set forth in Section 5 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about the Terms, please contact us via email at [legal@halocommunications.com](mailto:legal@halocommunications.com).