



GENOA HEALTHCARE LLC

GENOA ONLINE SYSTEM TERMS OF USE

By using the Genoa Online system (the "System"), you acknowledge and accept the following terms of use:

This document details the terms of a legal agreement (the "Terms of Use") between you and Genoa Healthcare LLC (the "Company"). By accessing the System you acknowledge that you have read and understood the Terms of Use and, having read and understood the Terms of Use, you voluntarily agree to be bound by the Terms of Use. You also agree to comply with all laws and regulations applicable to the use of the System, to the use of the Internet, and to the activities involved in using the System.

If you do not agree with the Terms of Use, then do not use the System.

Definitions:

Capitalized terms not otherwise defined in Genoa Healthcare's Privacy Policy have the following definitions:

"Business Associate" shall have the meaning set forth in HIPAA.

"Business Associate Agreement" means an agreement between Genoa Healthcare and a Business Associate as required under HIPAA.

"HIPAA" the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. § 17921 et seq.

"Protected Health Information" or "PHI" shall have the meaning set forth in HIPAA.

"User" means a user of the System.

Situs:

This System is controlled by the Company from its offices within the State of Washington. Users who choose to use the System from this or from other jurisdictions, do so on their own initiative. Users are solely responsible for compliance with all applicable federal, state, local and foreign laws, rules and regulations in connection with their use of the System including, without limitation, HIPAA and the HITECH Act.

Limited Use, Disclosure and Retention:

When you use the System and have access to Protected Health Information accessible via the System, you agree to comply with the applicable provisions of HIPAA and the HITECH Act. Further, you will notify Genoa Healthcare via genoaonline@genoahealthcare.com in the event your employment is terminated, or you experience a change in position that would make access to the System and its tools no longer permissible. You will notify Genoa immediately of your employment status change. Your employer is a Business Associate of Genoa and has executed a Business Associate Agreement. You will not use any Protected Health Information accessible via the System other than as expressly permitted under such Business Associate Agreement.

Venue and Jurisdiction:

Claims arising from or related to the System, to the use of the System, and to the information, content, material, and services available through the System are governed by the laws of the State of Washington. You hereby unconditionally, voluntarily, and irrevocably consent to submit to the exclusive jurisdiction and venue of the state and federal courts located in Washington with respect to any claims arising from or related to the System, your use of the System and any information received through the System.

Change of Terms:

The Terms of Use may be changed without notice. Your continued use of the System after the Terms of Use are changed indicates your acceptance of the new Terms of Use. If you do not agree with the new Terms of Use, then discontinue your use of the System.

Alteration of Site:

The Company may change, suspend or discontinue any feature, aspect, product or service available through the System at any time. The Company may alter the availability of any feature of the System or service related to any feature of the System at any time. The Company may add, remove or modify any content of the System, including that of third parties, at any time.

Limitation on Usage:

The Company may limit your access or terminate your use of the System without notice to you.

User Conduct:

- You agree to use the System only for lawful purposes.
- You agree to use the System only for its intended purposes.
- You agree not to disrupt the System.
- You agree not to interfere with or compromise the security of the System, or any computer, server, account, network, data, software and/or hardware associated with the System.
- You agree not to disrupt or interfere with any other visitor's use of the System.
- You agree not to attempt to obtain access to any portion of the System, any computer, server, account, network, software and/or hardware associated with the System, from which you are restricted.
- You agree that you are responsible for any actions you undertake while visiting the System and that you will comply with all applicable local, state, federal and foreign laws, rules and regulations applicable to the System and the Internet, including, without limitation, HIPAA and the HITECH Act.
- You warrant that all information you provide to gain access to the services provided by the System is accurate and truthful.
- The Company reserves the right to prohibit any conduct involving the System that it deems to be inappropriate or illegal.
- The Company may prohibit, discontinue or restrict your access to the System or particular pages of the System if you violate these Terms of Use.

If you are provided or select a user name or password to access the System or any page of the System, you are responsible to keep such user name and password private and secure, private and strictly confidential, and you are responsible for any unauthorized use of your user name and password and for any unauthorized access to or use of the System using your user name and password.

You may not, under any circumstances, establish a link to the System without the prior, express written consent of the Company, including, without limitation, a link to any page of the System other than the home page. The Company may disable any links to the System that are established without its prior, express written consent.

Copyright, Trademark and Intellectual Property:

All information, content and material made available by the Company through the System, including, without limitation, any computer code, design, text, drawings, photographs, graphics, sound recordings and video recordings as well as any tools, copyrights, trademarks, patents or other intellectual property or proprietary rights comprising the System, or any component or element of the System (collectively, the "Content") is owned by or licensed to the Company. The compilation of the Content on the System is the exclusive property of the Company and its licensors and is protected by U.S. and international copyright law.

The Company and its licensors retain all rights in the Content of the System. The Content may not be modified, copied, distributed, downloaded, displayed, e-mailed, transmitted, performed or sold in any form or by any means, in whole or in part, without the prior written consent of the respective owner thereof.

The Company grants you permission to display on your computer screen in accordance with applicable law (including, without limitation, HIPAA and the HITECH Act) the Content of the System (other than the computer code comprising the System); provided, that, even if you display the Content of the System as permitted hereunder, you may not modify, reproduce, transmit, distribute, publicly display or perform, or create derivative works from that Content.

The Content may not be used in connection with any service or information that is not the Company's or in any manner that is likely to cause confusion among consumers or that disparages the Company. The rights granted herein terminate automatically if you breach these Terms of Use. Upon termination of these rights, you must immediately stop using the System.

Digital Millennium Copyright Act, Transmission of Third Party Content:

You may not upload, post or otherwise distribute on the System anything protected by copyright or other proprietary rights unless the owner of the applicable copyright or proprietary right has given you express authorization for such uploading, posting or distribution on the web.

The unauthorized use, uploading, posting, and/or distribution of content protected by copyright or other proprietary rights is illegal and subjects the malfeasant to civil penalties and criminal prosecution.

The Company, its affiliates, officers, directors, employees, agents or any such similarly situated persons or entities are not liable for damages resulting from any infringement resulting from your actions involving copyrighted or proprietary right protected material.

The Company, pursuant to the federal Digital Millennium Copyright Act, designates the Compliance Officer to receive complaints and notices of suspected copyright infringements. If you believe that your work has been copied and is accessible on the Company's System in a way that constitutes infringement, you may notify the Company at compliance@genoahealthcare.com by providing the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- Identification of the URL or other specific location on the Company's System where the material that you claim is infringing is located;
- Your address, telephone number and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

The Company can be reached via e-mail at compliance@genoahealthcare.com, and by regular mail at 9725 S.E. 36th St., Suite 304, Mercer Island, WA 98040.

You are prohibited from uploading, posting or otherwise distributing on the System any unlawful, threatening, obscene, pornographic, intimidating, libelous, defamatory or slanderous comments, jokes, images or content that are intended to or are likely to offend a reasonable person on the basis of his or her age, physical or mental disability, gender, race, religion, national origin, physical attributes, sexual preference, or any other classification that could produce any civil or criminal liability for either yourself or for the Company, its affiliates, employees, agents or any such similarly situated persons or entities.

THE COMPANY, IT'S AFFILIATES, EMPLOYEES, AGENTS AND ANY SUCH SIMILARLY SITUATED PERSONS OR ENTITIES ("WE") DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, USEFULNESS OR EXISTENCE OF ANY CONTENT SUPPLIED BY USERS OR OTHER THIRD PARTIES. WE DO NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CONTENT SUPPLIED BY USERS OR OTHER THIRD PARTIES.

WE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LOSS, DAMAGE OR HARM TO PROPERTY OR PERSON CAUSED BY YOUR OR ANYONE ELSE'S RELIANCE ON CONTENT AVAILABLE VIA THE SYSTEM THAT IS THE PROPERTY OF USERS OR OTHER THIRD PARTIES. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING AND ACTING ON ANY CONTENT AVAILABLE ON THIS SYSTEM.

Disclaimers:

THIS SYSTEM IS PROVIDED "AS-IS" AND "AS-AVAILABLE". THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE OPERATION OF THIS SYSTEM, THE CONTENT, INFORMATION, AND/OR SERVICES AVAILABLE ON OR THROUGH THIS SYSTEM.

THE INFORMATION PROVIDED AT THIS SYSTEM IS NOT INTENDED OR DESIGNED TO BE A SUBSTITUTE FOR OR TO REPLACE THE PHYSICIAN/PATIENT RELATIONSHIP.

THE COMPANY DOES NOT GUARANTEE THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AT OR THROUGH THIS SYSTEM (BY LINK OR OTHERWISE) AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM USE OF SUCH INFORMATION.

YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR AND CANNOT GUARANTEE AGAINST THE INTRODUCTION OF VIRUSES OR WORMS, OR UNAUTHORIZED USERS ATTEMPTING TO ACCESS, OR OBTAINING ACCESS TO THIS SYSTEM OR YOUR COMPUTER OR OTHER SYSTEMS FROM OR THROUGH THIS SYSTEM.

THE COMPANY MAY TEMPORARILY OR PERMANENTLY SUSPEND ACCESS TO OR DISCONTINUE THIS SYSTEM OR ANY PAGE OF THIS SYSTEM AT ITS DISCRETION, AT ANY TIME, WITHOUT NOTICE.

YOU AGREE TO VISIT THIS SYSTEM SOLELY AT YOUR OWN RISK. YOU AGREE THAT YOUR USE OF THIS SYSTEM, AND ANY CONTENT, INFORMATION AND/OR SERVICES AVAILABLE THROUGH THIS SYSTEM IS SOLELY AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THIS SYSTEM WILL BE AVAILABLE AT ALL TIMES OR THAT A USER'S USE WILL BE CONTINUOUS AND/OR ERROR FREE. WE DO NOT MAKE ANY WARRANTIES THAT THE CONTENT, INFORMATION AND/OR SERVICES AVAILABLE THROUGH THIS SYSTEM ARE ACCURATE, RELIABLE, OR CURRENT.

WE DO NOT WARRANT THAT THE PHARMACY DATA IS UNFLAWED AND, THEREFORE, THE SYSTEM SHOULD BE USED MERELY AS A TOOL.

THE COMPANY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

Limitation of Liability:

NEITHER WE, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, SERVING, HOSTING, MAINTAINING AND/OR UPDATING THIS SYSTEM SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SYSTEM OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES ARISING FROM HARM INCLUDING, BUT NOT LIMITED TO INJURY TO PROPERTY OR PERSON, MISTAKES, OMISSIONS, INTERRUPTIONS, DETERIORATION OR CORRUPTION OF FILES, DELETION OR CORRUPTION OF E-MAIL, ERRORS, LOSS OF DATA, LOSS OF PROFITS, DEFECTS, VIRUSES, AND/OR DELAYS, THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THIS SYSTEM, RESULTING FROM ACTS INCLUDING BUT NOT LIMITED TO ACTS OUTSIDE OF OUR CONTROL, NETWORK FAILURE, HARDWARE OR SOFTWARE FAILURE, THEFT, INTERNET FAILURE, UNAUTHORIZED ACCESS, THE COMPANY'S NEGLIGENCE OR YOUR OWN ERRORS AND/OR OMISSIONS AND ANY OTHER CAUSE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THIS SECTION APPLIES TO ALL CONTENT, AND SERVICES AVAILABLE THROUGH THIS SYSTEM. IN ANY JURISDICTION WHERE EXCLUSION OR LIMITATION OF LIABILITY FOR ANY TYPE OF DAMAGES IS PROHIBITED, THE COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWED BY THAT JURISDICTION.

No Joint Venture:

This Terms of Use provides only for the use of the System. This Terms of Use shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect.

Indemnity:

You agree to indemnify, defend and hold harmless the Company and its officers, directors, shareholders, members, managers, employees, agents, representatives, successors and assigns from and against, any claims, causes of action, damages, liabilities, losses, costs, or expenses (collectively, "Losses") that they incur or may incur arising from, resulting from, or arising in connection with: (i) your breach of these Terms of Use; (ii) your use of the System or your use of the Content; (iii) personal injury or tangible and intangible property damage, casualty or loss suffered or incurred in connection with your use of the System (including loss of data) or Content or other information services available by or through your use of the System or Content (including damage, casualty or loss arising from the malicious acts of third parties which could have been prevented or avoided by you using reasonable protective means); and (iv) your acts and omissions in connection with your use of the System or Content. You also agree to

indemnify, defend and hold harmless the Company from and against any Losses that the Company incurs or may incur arising from, resulting from, or arising in connection with your providing to the Company inaccurate or untruthful information via the System whether to gain access to the Content or services provided through the System or otherwise.

Severability:

If any provision of these Terms of Use is held invalid or unenforceable in whole or in part in any jurisdiction, that provision shall be ineffective in that jurisdiction without affecting the validity of enforceability of the remaining provisions of these Terms of Use.

Integration Clause:

You hereby acknowledge that these Terms of Use and all other documents referenced herein represent the entire agreement between you and the Company concerning your use of the System, the Content, and all other information and services available on the System.

Headings of the Terms of Use:

The section headings used in these Terms of Use are for reference and the convenience of the readers and shall not constitute part of the Terms of Use for interpretation purposes.

Questions:

If you have any questions about this policy, please contact the Company by e-mail at compliance@genoahealthcare.com, or by regular mail at: 9725 S.E. 36th St., Suite 304, Mercer Island, WA 98040, or by phone at (425) 679-5686.

Acceptance of These Terms of Use:

By accessing the System, you agree to the terms as well as any posted changes of these Terms of Use. If you do not agree to these Terms of Use, DO NOT use the System.

Date of last update: September 30, 2013