

Terms and Conditions

This site is developed and owned by Boston Heart Diagnostics Corporation ("Boston Heart"). Please read the following Terms and Conditions carefully and then check off your acceptance of these Terms where indicated. Your acknowledgment is required for accessing the information provided on this Healthcare Provider Portal ("HCP") and may affect your rights and privileges under the law. Your acknowledgment further attests to your understanding that each time you access the site, you agree to these terms and conditions.

Accessing the Healthcare Provider Portal (HCP) and Account Security

In order to access the HCP, you will be required to register with and/or sign into the HCP site. If you do so, you are responsible for maintaining the confidentiality of the password and username and are fully responsible for all activities that occur under your password or username. In addition, it is a condition of your use of the HCP that all information you provide is correct, current, and complete and in accordance with all applicable laws and regulations. You understand that you are solely responsible for updating any changes to your status or provider information on this site and any negligence may result in your account being inactivated. Please immediately notify us of any unauthorized use of your password or username or any other breach of security by contacting our Customer Care Department at CustomerCare@BostonHeartDX.com

Disclaimer of Content

The clinical information contained within the "Healthcare Providers" section of this site is intended for the use of healthcare providers only. Healthcare providers should exercise their own clinical judgment when using our content, tools or databases.

The HCP is intended solely as an educational aid and/or to provide practitioners with a resource to determine the status of diagnostic test results and is not intended to provide medical or healthcare advice for any individual problem or patient.

Features and specifications of products or services described or depicted on the site are subject to change at any time without notice. We reserve the right to withdraw or amend the HCP, and/or any service or material we provide on the HCP, in our sole discretion without notice. We will not be liable if for any reason all, or any part, of the HCP is unavailable at any time or for any period. From time to time we may restrict access to some parts of the HCP or the entire HCP to registered users.

Links to Other Sites

The site may from time to time contain hypertext-links to third parties' sites. Boston Heart is not responsible for, and accepts no liability in respect of, any information or opinion contained on any other such site. Boston Heart has no control over such sites and their content is subject to change without notice to Boston Heart. As a result, it is the responsibility of the user of such site to ensure that any information accessed is accurate and that any software downloaded from that site is free of



viruses or any other items of a destructive nature. Boston Heart and its subsidiaries accept no liability whatsoever in respect of any loss, damage, costs or liability incurred through any such downloaded material.

Copyrights/Trademarks/Intellectual Property

All images, trademarks and text are the property of Boston Heart and may not be downloaded, distributed, sorted, reused, reported, modified or otherwise used except as provided herein, without the express written permission of Boston Heart. All product and service names appearing in a typeface different from that of the surrounding text or with a trademark symbol, including the "Boston Heart Diagnostics" logo, are trademarks and service marks owned by Boston Heart or its subsidiaries or affiliates or another company. Use of these marks, except as permitted herein, is expressly prohibited. Nothing contained herein shall be construed as conferring, by implication, estoppels or otherwise, any license or right under any patent or trademark of Boston Heart or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Boston Heart copyright. The entire content of this site is subject to copyright protection. Unauthorized use of information, copy, images and other content and framework of this site can be considered a violation of intellectual property and/or copyright and trademark laws.

Right to Change Terms and Conditions

Boston Heart may, at any time, revise these Terms and Conditions by updating this page. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions. If you have any questions, please contact CustomerCare@BostonHeartDX.com

Indemnification

You agree to indemnify, defend and hold harmless Boston Heart and its suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to or arising from (i) your violation of these Terms and Conditions or your use of the HCP and/or (ii) your posting of material to this site or (iii) any use of the HCP content, services, and resources other than as expressly authorized in these Terms and Conditions.

Applicable Law

These Terms and Conditions shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Website Privacy

Boston Heart respects the privacy of visitors to our site, and we recognize your need for appropriate protection and management of the personally identifiable information you share with us. Any and all



uses of the HCP are configured to comply with all applicable laws. Boston Heart will treat as confidential all information submitted by you, customers or other visitors to the site, in accordance with Boston Heart's Privacy Policy.

From time to time, our site may be configured to collect domain information as part of our analysis of the use of this site. This data enables us to become more familiar with which users visit our site, how often they visit and what parts of the site they visit most often. Boston Heart uses this information to improve our site. This information is collected automatically and requires no action on your part.

Periodically, some pages on this site may use "cookies," which the site places on your hard drive for identification purposes. These files are used for site registration and customization only and cannot read data off of your hard drive. Your browser may allow you to be notified when you are receiving a cookie, giving you the choice to accept it or not. By not accepting cookies, some pages may not fully function and you may not be able to access certain information on this site. You can also refuse all cookies by turning them off in your browser. You do not need to have cookies turned on to use any area of our site.

As a convenience to our visitors, this site currently contains links to a number of sites that we believe may offer useful information. The policies and procedures we described here do not apply to those sites. We suggest contacting those sites directly for information on their privacy, security, data collection and distribution policies.

Boston Heart may, at any time, revise this privacy statement by updating this posting.

If you have any questions about this privacy statement, the practices of this site, or your dealings with this site, please contact CustomerCare@BostonHeartDX.com

Privacy of Patient Information

Protection of the privacy of patient information conveyed through the HCP in the course of business is critical to Boston Heart and its clients. Protected Health Information ("PHI") submitted through this Web site will be used only for coordinating health care services and accepted uses according to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), P.L. 104-191 and at no time will be made public.

Web Site Users

The registered user will be given access to information which in some cases might include PHI, which is considered private, privileged, and confidential. Such information is deemed to be Covered Information for purposes of HIPAA. The user is required to maintain the private, privileged and confidential status of the Covered Information. The user is prohibited from further using or disclosing the Covered Information for any purpose other than the purpose for which access is granted. The user will acknowledge these terms by logging in. If the user logs in, it is intended to be the legal equivalent of the user's signature on a written document and equally binding. The user will be given access only by logging in. UNAUTHORIZED ACCESS IS STRICTLY PROHIBITED

bost onheart

User Personal Identifiable Information

Personal Identifiable Information collected from individuals or entities registering for the use of on-line services will be kept confidential and will only be used for the purposes of identification of the individual or entity. This information will not be shared with any outside party.

Security Measures

To protect PHI from unauthorized access and use, security measures that comply with federal law are used and include but are not limited to system safeguards and virus and intrusion software.

No Warranty

Information accessed through this site is presented in summary and interactive form and is not exhaustive. Boston Heart will use reasonable efforts to include accurate and up-to-date information on this site, but makes no warranties or representations as to the accuracy or completeness of such information. This site should not be considered as a comprehensive source of all information on a particular topic. This information is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for particular purpose, or non-infringement. Boston Heart assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on this site. Some jurisdictions do not allow exclusion of implied warranties; consequently, in those states the above exclusion may not apply. Boston Heart makes no representation as to the accuracy or any other aspect of the information contained in or on such sites, sources or servers, nor does Boston Heart necessarily endorse such sites or sources. Neither Boston Heart nor its affiliates or their respective employees, scientific advisors, executive team or members of the board of directors shall be liable in any way for any legal claims, whether in contract, tort or otherwise in any way connected with the use or performance of this site or any information linked or referenced by this site or any other information or site which link to this site. You assume liability in using this site and materials contained in the site. Boston Heart reserves the right to alter or delete content from this site at any time.