Locus Health Privacy Policy

Locus Health, a health care software company based in Charlottesville, Virginia, USA, is a vendor under contract with hospitals and health systems in the US and Canada, to provide remote patient monitoring technology for patients. The agreement to use the provided device and to be enrolled in a remote patient monitoring program also represents your (the patient or authorized family member) agreement to use remote patient monitoring in accordance with both applicable US and Canadian law and regulations, and the agreements between your hospital/health system and Locus Health.

By accepting these terms and conditions (“Agreement”), you are authorized (an “Authorized User”) to use the Locus Health Application (“App”) on a device provided by your health care provider for the duration of your remote monitoring program participation.

Introduction to our Services
Locus Health provides software and devices to its hospital and health system customers so that those customers can use them in a remote patient monitoring program, designed and operated by the healthcare provider.

Patients and/or family members use the provided device to enter information about the patient’s health. That information can include vital signs, answers to questionnaires, and both still and video images. This information is used by the healthcare provider to monitor trends in the patient’s condition. At the conclusion of the remote monitoring episode, the device is returned to the healthcare provider and all patient data are removed from the device. The healthcare provider may retain some or all of the patient data as part of that patient’s legal medical record.

As per the U.S. Health Insurance Portability and Accountability Act of 1996 and the Canadian PHIPA Federal and Provincial rules, Locus Health is a business associate (“BAA”) of its hospital and health system customers. The terms of this Agreement are in accordance with HIPAA and PHIPA guidelines and will govern the Services and any software updates, enhancements, and upgrades that replace and/or supplement the original Services, unless such upgrade is accompanied by a separate Agreement in which case the terms of that Agreement will govern.

Use of Our Services
Locus Health services are intended for use only in a remote monitoring program supervised by an appropriately licensed agent of the Authorized User’s hospital or health system. Content submitted by Authorized Users will be transmitted securely between the Locus Health patient
application and the Locus Health clinical dashboard, hosted in the United States in an Amazon Web Services data center. Authorized Users are solely responsible for the content submitted to Locus Health Services.

**Termination**
Locus Health may, in its sole discretion and without prior notice, terminate an Authorized User’s access to the App for violations of this Agreement or other agreements or guidelines, which may be associated with an Authorized User’s use of the App, or if Locus Health deems it necessary in its sole discretion. Further, an Authorized User’s hospital or health system may terminate, or request that Locus Health terminate Authorized User’s access to the App. In any such event, the Authorized User must destroy all copies of the App and all of its component parts. Failure to abide by this Agreement is a material breach of this Agreement for which Locus Health may pursue all rights and remedies it has pursuant to this Agreement, and any other rights and remedies it may have at law or in equity.

You, as an Authorized User, have the right to terminate your participation in a remote patient monitoring program, at any time, by informing your healthcare provider.

**External Services**
Any and all third-party technology provided, made available, linked to, or otherwise accessible through the App (“Third Party Technology”) is provided solely as a convenience to an Authorized User and is not under the control of Locus Health. Locus Health does not endorse, recommend, or otherwise make any representations or warranties with respect to any Third Party Technology. Locus Health does not have any responsibility or liability to an Authorized User for any Third-Party Technology which an Authorized User accesses, and an Authorized User uses this Third-Party Technology at their own risk. Further, an Authorized User agrees to comply with any and all terms and conditions applicable to the use of Third-Party Technology and otherwise ensures that the Authorized User has obtained all rights, licenses, and clearances that may be necessary to use such Third-Party Technology.

**Contact Information**
Should you have any questions, complaints or claims with respect to this Agreement, or if you desire to contact Locus Health for any reason, please contact:
Locus Health
501 Locust Avenue, Suite 100
Charlottesville, VA 22902
800-921-4324