

TERMS OF USE AND CONDITIONS

Welcome to the CurrentCare for Me portal and website. These Terms of Use and Conditions (“Terms”) govern your use of the CurrentCare for Me (“our” or “us”) portal and website (“Site”). Please read the Terms in full before using our Site. By accepting these Terms, or by using this Site, you agree to be legally bound by these Terms, our Privacy Policy, the CurrentCare for Me User Agreement, and, if applicable, your CurrentCare Enrollment Form. If you do not agree to these Terms, please do not use our Site or CurrentCare for Me. We reserve the right to modify these Terms at any time without prior notice, and your use of the Site and CurrentCare for Me binds you to the changes made. We do occasionally update these Terms so please refer to them in the future.

Access to Site

You will be able to access our Site without having to register any details with us. However, you will not be able to access CurrentCare for Me without providing personal information to us so we can make sure you have the right to view information in CurrentCare for Me. You can’t access the CurrentCare for Me portal unless you have enrolled in CurrentCare and until you have submitted a CurrentCare for Me User Agreement.

Use of Site and CurrentCare for Me

Our Site and CurrentCare for Me, images, data, text, audios, videos, photographs, custom graphics, logos, button icons, descriptions and all other material provided and the collection and compilation and assembly thereof are the exclusive property of Rhode Island Quality Institute (“RIQI”) or its parent, and are protected by U.S. and international copyright laws.

The contents of our Site and CurrentCare for Me may be used for informational purposes only. Any other use of such contents, including the reproduction, modification, distribution, transmission, republication, display or performance of the contents without our prior written consent is expressly forbidden. However, you are permitted to download a copy of your medical record from your CurrentCare for Me account for your own health care purposes.

Any other trademarks or service marks appearing anywhere on our Site or CurrentCare for Me are the property of their respective owners. To the extent any product name or logo does not appear with a trademark (™) does not constitute a waiver of any and all intellectual property rights that RIQI or its businesses has established in any of its products, features, or service names or logos.

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As a condition of your use of the Site and CurrentCare for Me, you will not use the Site or CurrentCare for Me, or any contents or services, for any purpose that is unlawful in any applicable jurisdiction where our Site or CurrentCare for Me is being used, or prohibited by these terms, conditions, and notices, and you agree to abide by the terms and conditions set forth in the “User Conduct” section. You may not use the Site or CurrentCare for Me contents or services in any manner that could damage, disable, overburden, or impair any of our equipment or interfere with any other party’s use and enjoyment of the Site or CurrentCare for Me, or any contents or services. You may not attempt to gain access to any portion of the Site or CurrentCare for Me, or any of its contents or services, other than those for which you are authorized.

While every effort is made to ensure the timeliness and accuracy of the Site content and CurrentCare for Me services, we make no warranties either express or implied, and assume no liability or responsibility for the completeness, use, accuracy, reliability, correctness, timeliness or usefulness, of any of the results obtained from its use.

We make no representation or warranty, express or implied, with respect to the content of the Site or CurrentCare for Me, or links to other websites, including but not limited to accurateness, completeness, correctness, timeliness or reliability. We make no representation or warranty regarding the merchantability or fitness for a particular purpose or use with respect to any content or services whatsoever that may be accessed through this Site or CurrentCare for Me, or the results to be obtained from using the Site or CurrentCare for Me. We make no representation or warranty that the Site, CurrentCare for Me or the contents of each is free from defects or viruses. Your use of external links and third-party websites is at your own risk and subject to the terms and conditions of use for such links and sites.

While every effort is made to ensure that all content provided on the Site and CurrentCare for Me does not contain computer viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for computer viruses or otherwise protect your computer and you should ensure that you have a complete and current backup of the applicable items on your computer. We disclaim any liability for the need for services or replacing equipment or data resulting from your use of the Site or CurrentCare for Me. While every effort is made to ensure smooth and continuous operation, we do not warrant the Site or CurrentCare for Me will operate error free.

The use and disclosure of the personal and medical information from CurrentCare for Me to third parties is governed by state and federal laws and regulations.

Any communication from you to us or your health care providers via the Site and/or CurrentCare for Me occurs via a secure, encrypted connection and is deposited into your CurrentCare for Me account. You may receive e-mail notifications of new communications; if these e-mails contain any personal health information, the communication will be sent in an encrypted format. You are responsible for timely reviewing such messages and you agree that we shall not be liable for any loss, injury, illness, damages, or claims of any kind resulting from your failure to timely read messages on the Site or CurrentCare for Me.

Posting of information to your CurrentCare for Me account is done at our sole discretion, including the posting of any messages sent or received via the Site and CurrentCare for Me to your account. You agree not to upload or transmit any communications or content of any kind

that infringes or violates any rights of any party. You agree not to post materials that are unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity, as determined in our sole discretion.

Site and CurrentCare for Me Uptime

We take all reasonable steps to ensure that our Site and CurrentCare for Me is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if the Site or CurrentCare for Me is unavailable at any time.

Our Site and/or CurrentCare for Me may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

User Conduct

Any material you send or post to our Site or CurrentCare for Me shall be considered non-proprietary.

When using our Site or CurrentCare for Me, you shall not post or send to or from the Site or CurrentCare for Me:

- (a) content for which you have not obtained all necessary consents;
- (b) content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in any applicable jurisdiction where our Site or CurrentCare for Me is being used;
- (c) content which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully cooperate with any law enforcement authorities or court orders requiring us to disclose the identity or other details of any person posting materials to our Site or CurrentCare for Me in breach of this Section in accordance with applicable state and federal laws.

You shall not use our Site or CurrentCare for Me while distracted or preoccupied, such as when operating a motor vehicle. You should access our Site only with due regard for your own safety and the safety of others.

Links to and from Third Party Websites

Any links furnished on our Site or CurrentCare for Me may allow you to leave our Site or CurrentCare for Me. These third party websites are not under our control and we disclaim any

responsibility for the contents of such linked sites or any link(s) contained in any such linked site(s) or any changes or updates to any of these sites. We further disclaim any responsibility for any form of transmission received from any linked third party website or advertising. If we provide these links to you, it is done simply as a convenience to you and inclusion of any link herein shall in no way be construed as an endorsement by us of the website(s).

If you would like to link to our Site and/or CurrentCare for Me, you may only do so on the basis that you link to, but do not replicate, any page of our Site or CurrentCare for Me, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law of the United States of America.

If you choose to link our website in breach of this Section, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

Disclaimers

All information on our Site and CurrentCare for Me is of a general nature and is furnished for your knowledge and understanding and as an informational resource only. The documents and any related graphics published on this server could include technical inaccuracies or typographical errors. Changes are periodically added to the information contained on our Site and CurrentCare for Me. We may make improvements and/or changes to any of the products depicted or described herein at any time. We expressly disclaim any responsibility or liability for any adverse consequences or damages resulting from your use of the Site or CurrentCare for Me or reliance on the information from either.

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CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH YOUR INDIVIDUAL MEDICAL NEEDS.

DO NOT SEND URGENT OR EMERGENCY MESSAGES USING OUR SITE OR CURRENTCARE FOR ME. IN CASE OF AN EMERGENCY YOU SHOULD CALL 911.

Limitation of Liability

YOUR USE OF OUR SITE AND CURRENTCARE FOR ME IS ENTIRELY AT YOUR OWN RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OR INJURY YOU MAY INCUR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE OR CURRENTCARE FOR ME, OR YOUR RELIANCE ON OR USE OF THE SITE, THE INFORMATION, OR SERVICES PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SITE OR CURRENTCARE FOR ME, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

Indemnification

You agree to defend, indemnify, and hold us, our officers, directors, employees, volunteers, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of and access to the Site or CurrentCare for Me or your violation of these Terms, the CurrentCare enrollment form or CurrentCare for Me User Agreement or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you.

Applicable Law

We make no representations that the content on the Site or CurrentCare for Me are appropriate or may be used or downloaded outside the United States. Access to the Site, CurrentCare for Me, and/or the content may not be legal in certain countries outside the United States. If you access the Site or CurrentCare for Me from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the website.

Our Site and CurrentCare for Me are created and controlled in the State of Rhode Island, United States of America. The Site and CurrentCare for Me, and their contents, and any disputes

arising therefrom shall be construed and interpreted under the laws of the State of Rhode Island, and applicable United States federal laws. Use of our Site and CurrentCare for Me constitutes agreement of the user to the jurisdiction of the state and federal courts located therein.

Our Site and CurrentCare for Me are subject to the United States export control laws and regulations, and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import of any data on our Site and CurrentCare for Me, as may be required.

General

These Terms, together with the Privacy Policy, the CurrentCare enrollment form, the CurrentCare for Me User Agreement and any legal notices published by us on the Site or CurrentCare for Me, shall constitute the entire agreement between us concerning use of the Site or CurrentCare for Me. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, the CurrentCare enrollment form or CurrentCare for Me User Agreement, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Our Contact Information

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