



## Clariti User Terms of Service

Effective July 1, 2017

These User Terms of Service (the “**User Terms**”) describe your use and responsibilities when using our cloud based software platforms (the “**Services**”). Please read them carefully. “You”, and “yours” refers to you and “we,” “our”, “us” and Clariti refers to Clariti Health, LLC.

### Client Association

An organization, which we refer to as a “**Client**”, has authorized your access to the Services. The Client has separately agreed, either with our online agreement or through a separate written agreement, which includes the Client Terms of Service, any Sales Orders, and a HIPAA Business Associate Agreement, and collectively form the “**Contract**”, to subscribe to the Services and granted you access.

Individuals authorized by a Client to access the Services (an “**Authorized User**”), including employees or any authorized third parties or contractors, will be provided with login privileges to the Services, allowing them to access any licensed Clariti product. This access and information may include, based on security privileges; patient information; financial information; survey content; survey results; reports and exported data; messages; and settings, collectively known as “**Client Data**”. As Authorized User access may result in the access, use, disclosure, modification or deletion of certain Client Data, it is important that Clients ensure that Authorized Users understand their choices and responsibilities.

### The Relationship Between Client, You, and Us

As specified in the Client Terms between Clariti and Client, you agree that it is the Client’s responsibility to inform Authorized Users of any relevant Client policies or practices in accessing the Services or Client Data, and confirm that the Authorized Users have the rights and permissions to access the Services and Client Data. Clariti makes no representations or warranties of any kind, whether express or implied, to you relating to the Services, which are provided to you on an “AS IS” and “AS AVAILABLE” basis.

These User Terms remain effective until Client’s subscription expires or terminates, or your access to the Services has been terminated by Client or us. Please contact us if for any reason you wish to terminate your account, including due to a disagreement with any updates to these User Terms. Upon termination of this agreement the Limitation of Liability and General Provisions sections will survive.

### Use Policy

This Use Policy sets out a list of acceptable and unacceptable conduct related to our Services. If we believe a violation of the policy is deliberate, repeated or presents a credible risk of harm to other users, our Clients, Client Data, the Services or any third parties, we may suspend or terminate your access.

### Please

- comply with these User Terms;
- monitor and control all activity conducted through your account in connection with the Services;

- keep passwords and all other login information confidential and use commercially reasonable efforts to prevent unauthorized access to or use of the Services;
- comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property laws, current guidelines and laws of the Centers for Medicare and Medicaid Services, HIPAA, and state health agencies;
- upload, use and distribute only Client Data to which Client has ownership and rights and do so only consistent with applicable law; and
- promptly notify us if you suspect any unauthorized access, illegal activity, or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a username, password, or account.

## Please Do Not

- sublicense, resell, time share or similarly exploit the Services;
- attempt to reverse engineer, decompile, modify, disable, interfere with, disassemble, copy, translate, or disrupt the integrity, features, functionality, or performance of the Services;
- permit any third party that is not an Authorized User to access or use a username or password for the Services or share, transfer or otherwise provide access to an account designated for you to another person;
- upload to the Services or transmit from the Services any software, data, file, or link that contains or redirects to a virus, spyware, worm, or other harmful technology that unlawfully accesses or downloads content or information stored within the Services;
- attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection functions of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of sixteen;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person, organization or entity in association with the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces;
- send unsolicited communications, promotions or advertisements, spam, or deceptive information; and
- authorize, permit, enable, induce or encourage any third party to do any of the above.

## Privacy Policy

Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the Services, our websites and our products.

## Limitation of Liability

In the event we believe there is a violation of the Contract, User Terms, or HIPAA Business Associate Agreement we reserve the right to disable a User's access to the Services until the violation is resolved.

IN NO EVENT WILL CLARITI OR YOU HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CLIENT YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU

FOR ANY BREACH OF THE USER TERMS IS TWO HUNDRED DOLLARS (\$200) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

## General Provisions

### Modifications

Over time we may change the User Terms. If we make a material change to the User Terms, we will provide you with reasonable notice prior to the change taking effect via your current email address, or by a message when you log into the Services. You can review the most current version of the Client Terms, User Terms, Privacy Policy and HIPAA Business Associate Agreement at any time by visiting [www.clariti-health.com](http://www.clariti-health.com). A materially revised User Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you access or use the Services after the effective date, that use will constitute your acceptance of any revised terms and conditions.

### Waiver and Severability

Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by Client and you. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

### Assignment

Neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law nor otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. We may assign these User Terms in its entirety, without your consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

### Notices

Except as otherwise set forth herein, all notices under these User Terms will be sent by email. Notices to Clariti should be sent to [admin@clariti-health.com](mailto:admin@clariti-health.com). Notices will be deemed to have been duly given the day after it is sent.

### Governing Law

The Contract and User Terms, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of Connecticut. The state and federal courts located in New Haven County, Connecticut will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the User Terms. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

### Entire Agreement

These User Terms constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, or prior electronic versions

concerning its subject matter. Unless otherwise agreed in writing, no terms or conditions of any Client purchase order, vendor agreement or other Client documentation will be incorporated into these User Terms, and all such terms and conditions will be null and void. To the extent of any conflict or inconsistency between the Client Terms and the User Terms, the Client Terms will prevail.

Please also feel free to contact us if you have any questions about Clariti's User Terms. You may contact us at [feedback@clariti-health.com](mailto:feedback@clariti-health.com) or at our mailing address Clariti Health 26 Bayberry Lane Branford, CT 06405.