

## **TERMS AND CONDITIONS**

**THIS RBHS WELLNESS PORTAL IS PROVIDED TO YOU BY HOME SUPPORT SERVICES PTY LTD (HSS) WHO HAS CONTRACTED WITH MEDIKEEPER INC., WHO ARE MANAGING AND OPERATING THIS PORTAL ON BEHALF OF ONEMEDIFUND THESE TERMS AND CONDITIONS APPLY TO MEDIKEEPER, HSS, AND YOU AS THE USER.**

### **1. MediKeeper's Service.**

MediKeeper provides employee and member portals to employers, health plans and wellness companies so that they may provide their employees or members with online health and wellness portals. As an eligible employee or member (hereinafter referred to as a "user"), you will have access to various health and wellness tools such as a Health Assessment, My Tracker, Plan For Wellness and other applications that RBHS has chosen to make available to you. The RBHS Wellness Portal allows you to store, view, edit, retrieve, and manage your personal health information. The service is internet-based and allows you to have access to your personal health records anywhere, anytime. MediKeeper is committed to the highest levels of security and privacy.

### **2. Availability of RBHS Wellness Portal**

The RBHS Wellness Portal will be available to you for as long as HSS maintains a business relationship with MediKeeper and RBHS maintain a business relationship with HSS. If any party terminates the business relationship with another for any reason, you will no longer have access to the portal or the information contained within it.

You agree that MediKeeper may modify or discontinue the provision of the RBHS Wellness Portal with or without notice to you. You agree that MediKeeper, Inc. will not be liable to you or any third party as a result of such modification or discontinuation.

### **3. Obligations of the User.**

MediKeeper, HSS and RBHS would like to make you aware of the following information and your obligations:

- While MediKeeper makes every effort to ensure that the medical information and references used within the RBHS Wellness Portal is correct and up to date, the RBHS Wellness Portal does not offer medical advice and is not intended to replace the advice you receive from your own doctor. If you have any questions or concerns about the information contained within the RBHS Wellness Portal you should consult your doctor.

- The performance and loading times of the RBHS Wellness Portal is dependent upon many things that are not in the control of MediKeeper, HSS or RBHS including your own network performance, the age and performance of your PC, laptop, tablet or mobile device, your browser choice, and the availability of internet connectivity.
- MediKeeper is not responsible for supplying any of the equipment or networks required to receive the RBHS Wellness Portal . This remains the responsibility of the user and/or RBHS.
- The information you provide and enter into the RBHS Wellness Portal or that may be imported into the RBHS Wellness Portal from approved and authorized third parties may contain sensitive and personal health information. You should always logout of the RBHS Wellness Portal after each session to prevent unauthorised persons gaining access to your information.
- When you register as a user for the RBHS Wellness Portal you will be asked to provide a user name and password, which you will then use to login each time you wish to view the RBHS Wellness Portal. It is important that you protect the access to your personal health information by not sharing your user name and password with anyone, and do not write this information down in a place where someone may easily find it. MediKeeper cannot, and will not be liable for any loss or damage arising from your failure to comply with this requirement.
- You agree to immediately notify MediKeeper of any unauthorised use of your password or account or any other breach of security.
- You are responsible for the accuracy of the information you enter into the RBHS Wellness Portal. If you enter incorrect information, deliberately or by accident, you may compromise the accuracy of the results and information you may view in the RBHS Wellness Portal.
- You are responsible for keeping the information within the RBHS Wellness Portal up to date. Some of your results and information are related to dates and times, and for the results to be meaningful, it is important that they are calculated based upon the most up to date information.

#### **4. Privacy Policy.**

MediKeeper does not provide any information to RBHS about any individual or their personal health information. However, MediKeeper does provide RBHS with de-identified and aggregated reports that show the health of the overall population. Although this information contains nothing that can identify the information as belonging to any one individual, the RBHS Wellness Portal does provide administrators of RBHS with the ability to send targeted messages to groups and individuals who meet certain criteria or health conditions. The administrator will never know the identity of the people to whom these messages are sent.

Only you are authorized to make your personal health information available to others. You can provide access to a family member, a caregiver or a doctor through the "Sharing and Permissions" function within the RBHS Wellness Portal . You will also be asked to give your permission to access your information in the RBHS Wellness Portal to Coaches from Coaching Companies who may have been contracted by RBHS Wellness Portal to provide you with coaching services. This may be a requirement for you to have access to such coaching services.

**5. User Account, Password and Security.**

You will enter a username and password when completing the registration for the RBHS Wellness Portal . You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

**6. Disclaimer of Warranties by MediKeeper.**

You acknowledge that information contained within the RBHS Wellness Portal will be transmitted over local exchange, interexchange and Internet backbone carrier lines and through routers, switches and other devices, all of which are beyond the control and jurisdiction of MediKeeper. MediKeeper assumes no liability for or relating to the delay, failure, or interruption of any data or other information transmitted in connection with use of the MediKeeper site.

WITHOUT LIMITING THE FORGOING, EVERYTHING ASSOCIATED WITH THE RBHS Wellness Portal IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MEDIKEEPER MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE MEDIKEEPER MATERIAL, SOFTWARE TEXT, GRAPHICS, AND LINKS OR RESULTS TO BE OBTAINED FROM THE RBHS Wellness Portal.

YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT AND DISSEMINATION OF YOUR PERSONAL HEALTH RECORD. MEDIKEEPER. DOES NOT IN ANY WAY EDIT, REVIEW OR AUTHORIZE THE RELEASE OF YOUR ONLINE MEDICAL RECORD, EXCEPT AS PROVIDED IN THESE TERMS AND CONDITIONS OF USE OR THE MEDIKEEPER PRIVACY STATEMENT OR AS REQUIRED TO BY FEDERAL OR STATE LAW. MEDIKEEPER IS NOT LIABLE FOR ANY INACCURACY, OMISSION OR ERROR IN YOUR ONLINE PERSONAL RECORD OR OTHER ONLINE INFORMATION.

WITHIN RBHS Wellness Portal YOU MAY BE OFFERED LINKS TO OTHER SITES OPERATED BY PARTIES OTHER THAN MEDIKEEPER. THE INCLUSION OF ANY LINK TO SUCH SITES DOES NOT IMPLY ENDORSEMENT BY MEDIKEEPER OF THE SITES. MEDIKEEPER HAS NOT REVIEWED ALL OF THE SITES AVAILABLE WITHIN THE RBHS Wellness Portal AND IS NOT RESPONSIBLE FOR THE CONTENT OR ACCURACY OF ANY OFF-SITE PAGES OR ANY OTHER SITES LINKED TO THE RBHS Wellness Portal . BY SELECTING ANY OF THESE LINKS TO ANY OTHER OFF-SITE PAGES OR OTHER SITES YOU ACKNOWLEDGE THAT THIS IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE OF THOSE SITES.

## **7. Limitations of Liability**

IN NO EVENT SHALL MEDIKEEPER, ITS SUPPLIERS OR ANY THIRD PARTIES BE LIABLE FOR ANY COSTS, DAMAGES AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, HEALTH PROBLEMS, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE RBHS Wellness Portal . THE CONTENT OF THE RBHS Wellness Portal , OR ANY OTHER MEDIKEEPER SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MEDIKEEPER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDIKEEPER SHALL BE LIABLE TO YOU ONLY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU. BECAUSE SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

## **8. Indemnification**

You agree to defend, indemnify and hold MediKeeper, its officers, directors, employees and 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 the RBHS Wellness Portal or any other MediKeeper Service in a manner that violates or is alleged to violate these Terms and Conditions of Use. MediKeeper shall provide notice to you promptly of any such claim, suit or proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

## **9. Force Majeure**

MediKeeper's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

## **10. Acceptance of these Terms and Conditions**

You must agree to these terms and conditions in order to have access to the RBHS Wellness Portal.