

## Terms of Services for <https://paybiotel.promptd.com>

### Introduction

Welcome to <https://paybiotel.promptd.com> . Cardionet, LLC (Hereinafter referred to as “Cardionet”) has a limited revocable License to use <https://paybiotel.promptd.com> solely for Cardionet’s own internal business purposes with Cardionet’s payment accounts. By visiting <https://paybiotel.promptd.com> and accessing the information, resources, services, products and tools that are provided, you understand and agree to accept and adhere to the following Terms of Service as well as the Terms and Conditions set forth in Cardionet’s Privacy Policy which can also be found on the biotel.promptd.com payment portal. You should also read Cardionet’s Privacy Policy as it contains important information related to your privacy rights. To access Cardionet’s Privacy Policy please click here. [Privacy Policy](#).

The herein Terms of Service were revised on September 15, 2020

Cardionet reserves the right to change these Terms of Service from time to time without notice. You acknowledge and agree that it is your responsibility to review the herein Terms of Service and the Private Policy periodically to familiarize yourself with any revisions and/or modifications. Your continued use of the website after such revisions and/or modifications will constitute acknowledgement and agreement of the modified terms and conditions.

### Responsible Use and Conduct

By visiting the website, <https://paybiotel.promptd.com> and accessing the information, resources, services, products and tools that Cardionet provides either directly or indirectly (hereafter referred to as, “Resources”), you agree to use the Resources only for the purposes intended as permitted by:

- (a) the terms of the herein Terms of Service, and,
- (b) applicable laws, regulations and generally accepted online practices or guidelines.

### Your Temporary, Revocable, Non-Exclusive License to Use <https://paybiotel.promptd.com>

Cardionet, hereby grants to you a revocable, non-exclusive license to use <https://paybiotel.promptd.com> for the purposes of payment processing and product returns as well as monitoring your accounts, and the medical information contained therein.

### Terms of Service

By accessing and using <https://paybiotel.promptd.com> you acknowledge and agree that:

- a. in order to access the resources on <https://paybiotel.promptd.com> , you will be required to provide certain information about yourself (such as identification, contact details,

etc.) as part of the registration process, or as part of your ability to use the website resources. You further agree that any information that you provide will be accurate, correct and up-to-date.

b. you are responsible for maintaining the confidentiality of any login information associated with any account that you use to access the <https://paybiotel.promptd.com> resources. Accordingly, you are responsible for all activities that occur under your account(s).

c. accessing (or attempting to access) any of the resources on <https://paybiotel.promptd.com> by any means other than through the means that Cardionet provides, is strictly prohibited. You specifically agree not to access (or attempt to access) any of the website's services and/or resources through any automated, unethical, or unconventional means.

d. engaging in any activity that disrupts or interferes with <https://paybiotel.promptd.com> resources, including the servers and/or networks to which <https://paybiotel.promptd.com> resources are located or connected, is strictly prohibited.

e. attempting to copy, duplicate, reproduce, sell, trade or resell the website's resources is strictly prohibited.

f. you are solely responsible and may incur criminal or civil liability for any consequences, losses or damages that Cardionet and the licensor, may directly or indirectly incur or suffer due to any unauthorized activities conducted you.

g. Cardionet may provide various open communication tools on <https://paybiotel.promptd.com>, such as blog comments, blog posts, public chat forums, message boards, newsgroups, E-mail, product and service ratings and reviews, various social media services, etc. You understand that generally Cardionet does not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content on the website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

(i) is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

(ii) infringes on any trademark, servicemark, patent, trade secret, copyright, or proprietary right of any party;

(iii) contains any type of unauthorized or unsolicited and advertising;

(iv) Impersonates any person or entity, including any Cardionet and/or <https://paybiotel.promptd.com> employees or representatives.

h. Cardionet and licensor have the right at the companies' sole discretion to remove any content that in their sole judgment does not comply with the herein Terms of Service, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3<sup>rd</sup>. party copyrights or trademarks. If you post content that Cardionet and licensor choose to remove, you hereby consent to such removal and consent to waive any claims against Cardionet and licensor.

i. Neither Cardionet nor licensor assumes any liability for any content posted by you or any other third-party users of the website. However, any content posted by you using any open communication tools on the website, provided that it doesn't violate or infringe on any third-party copyrights or trade or service marks, becomes the property of the Cardionet and/or licensor and as such, gives Cardionet and licensor a perpetual, irrevocable, worldwide, royalty-free exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use the resources of <https://paybiotel.promptd.com> and your account information. All information provided as part of the registration process and your account information for <https://paybiotel.promptd.com> is covered in the Privacy Policy of Cardionet attached.

j. By your use of the herein website, you agree to indemnify and hold harmless, Cardionet and licensor and their parent companies, affiliates, and their directors, officers, managers, employees, agents, and representatives from and against all losses, expenses, damages and costs including reasonable attorneys' fees resulting from any violation of the Terms of Service or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account including but not limited to, any claims for breach of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and collectively with Original HIPAA, the "HIPAA Statute") along with regulations promulgated by the Secretary of the Department of Health and Human Services under the HIPAA Statute including the "Privacy Rule" (45 CFR Parts 160 and 164, Subparts A and E) and the "Security Rule" (45 CFR Part 160 and 164 Subparts A and C as Amended by the Omnibus Rule (45 CFR Part 160 Subparts A, B, C, and D and Part 164 Subparts A and C (Collectively the HIPAA-HITECH Rules)" as well as the Gramm Leach Bliley Act, Privacy Rule 16 CFR §313 and the Gramm Leach Bliley Act, Safeguards Rule 16 CFR §314.

### Privacy

Your privacy is very important to Cardionet which is why Cardionet has created a separate Privacy Policy in order to explain in detail, how Cardionet collects, manage, processes, secures, stores, and transmits your private information. Cardionet, LLC's privacy policy is included herein. To review Cardionet's privacy policy select ["Privacy Policy" here](#).

**Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH)**

Cardionet and licensor manages, operates, controls, stores and transmits the data and information contained in <https://paybiotel.promptd.com> in accordance with HIPAA, HITECH regulations specifically including but not limited to the HIPAA/HITECH “Privacy Rule (40 CFR Parts 160 and 164, Subparts A and E and the HIPAA/HITECH “Security Rule” (45 CFR Parts 160 and 164 Subparts A and C. The operation of <https://paybiotel.promptd.com> and the protection, transmission and storage of the data contained herein is controlled and regulated by the terms and conditions set forth in a written HIPAA Business Associate Agreement between Cardionet and licensor.

**Payment Card Industry Data Security Standard (PCI DSS)**

<https://paybiotel.promptd.com> is operated and maintained by a PCI DSS Level 1 Compliant Merchant.

**Limitations of Warranties**

By using <https://paybiotel.promptd.com>, You understand and agree that all services and resources provided herein are provided “as is” and “as available”. This means that neither Cardionet nor licensor represents or warrants to you that:

- (a) the use of the services and/or resources on the herein website will meet your needs or requirements;
- (b) the use of the services and/or resources on the herein website will be uninterrupted, timely, secure or free from errors;
- (c) the information obtained by using the services and/or resources in the herein website will be accurate or reliable; and,
- (d) any defense in the operation or functionality of any services or resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

- (e) any content downloaded or otherwise obtained through the use of our services and/or resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download or interface of such content;
- (f) no information or advice, whether expressed, implied, oral or written, obtained by you from <https://paybiotel.promptd.com> or through any services and/or resources provided herein, shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in the herein Terms of Service.

### **Limitations of Liability**

In conjunction with the Limitations of Warranties as explained above, you expressly understand and agree that any claim against Cardionet and licensor shall be limited to the amount paid by the End-User if any, for use of the services and resources herein. Neither Cardionet nor the licensor shall be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using the services and/or resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

### **Copyrights/Trade and Service Marks**

All content and materials available on <https://paybiotel.promptd.com>, including but not limited to text, graphics, website, name, code, images and logos are the intellectual property of Cardionet and/or the licensor and are protected by applicable copyright and trade and servicemark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by Cardionet and/or the licensor.

### **Termination of Service**

You understand and agree that Cardionet and/or licensor, at our sole discretion, may suspend, or terminate your access to all or part of <https://paybiotel.promptd.com> and the services and resources set forth therein with or without notice and for any reason, including, without limitation, breach of this Terms of Service. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your use of services and/or resources on <https://paybiotel.promptd.com> will immediately cease, and Cardionet and licensor reserves the right in compliance with the terms of the herein privacy notice to remove or delete any information that you may have on file on the herein website, including any account and/or login information.

### **Governing Law**

<https://paybiotel.promptd.com> is hosted and maintained by licensor and licensed to Cardionet. Cardionet owns all data and information contained in the herein website. By accessing <https://paybiotel.promptd.com>, you agree that the statutes and laws of the Commonwealth of Pennsylvania without regard to the conflict of laws will apply to all matters relating to the use of this website, and the use of the services and resources through this site. Furthermore, any action to enforce the herein Terms of Service shall be brought in federal or state Courts located in the Commonwealth of Pennsylvania. You hereby agree to the personal jurisdiction of such courts, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

### **Receiving Communications from <https://paybiotel.promptd.com>**

Cardionet and licensor will use your information that you provide herein to communicate with the you regarding your payment account(s). If you select on the <https://paybiotel.promptd.com> to be notified by electronic mail Cardionet, through <https://paybiotel.promptd.com> may send you direct electronic mail about your payment accounts and any inquiries you may have submitted to us about the payment accounts. You may also complete and sign the Written Express Consent and Acknowledgement and Consent of Reasonable Means to Revoke Consent Pursuant to the Telephone Consumer Privacy Act (TCPA) 42 U.S.C. §227 if you consent to be called by Cardionet by telephone at any telephone number associated with my account(s) including wireless telephone numbers which could result in a charge to me. You further agree by signing the Written Express Consent and Acknowledgement and Consent of Reasonable Means to Revoke Consent Pursuant to the Telephone Consumer Privacy Act (TCPA) that Cardionet may contact you by using including but not limited to pre-recorded, and/or artificial voice messages and/or use of any automatic telephone dialing system and/or Automated telephone Dialing System (ATDS), as applicable to dial the phone numbers including your cell phone number(s) that you have provided to Cardionet. In addition, you further agree that as set forth in the Written TCPA Express Consent and Acknowledgement consent and acknowledgement and Consent of Reasonable Means to Revoke Consent pursuant to the Telephone Consumer Privacy Act (TCPA) 42. U.S.C. §227 that Cardionet and licensor have provided reasonable means to permit you to revoke your consent herein by way of a toll-free number (877)-837-6027, by sending an email to [patient-billing@Cardionet.com](mailto:patient-billing@Cardionet.com) or by way of U.S. Mail addressed to Cardionet, LLC. P.O. Box 508, Malvern, Pa. 19355. By signing the consent form, you further acknowledge and agree that in the event it becomes necessary, you shall use one of the four reasonable means provided to you by Cardionet to revoke consent and/or to revise or update phone numbers including but not limited to, my cellular phone number(s).

### **Can You “Opt-Out” of Receiving E-mail Communications from <https://paybiotel.promptd.com>?**

If you change your mind and decide that you no longer want to receive e-mails from <https://paybiotel.promptd.com> , you may opt-out at any time by simply clicking on the “Opt-Out” on the bottom of any e-mail or managing communication selection on <https://paybiotel.promptd.com> and selecting that you no-longer consent to being contacted by email from <https://paybiotel.promptd.com> .

### **What are Cookies? How Do We Use Cookies?**

We may use Cookies on <https://paybiotel.promptd.com> to customize and personalize your experience on <https://paybiotel.promptd.com>. Essentially, a cookie is a small amount of data that is sent to your browser from a web server and is stored on your computer’s hard drive. We

may use cookies for several purposes in connection with the operation of <https://paybiotel.promptd.com>:

- (a) We may use cookies for authentication, to identify you and access your information stored on our computers in order to deliver you a better and more personalized experience.
- (b) Upon request, we may save your “user name” so that you do not have to re-enter it every time you visit <https://paybiotel.promptd.com>.
- (c) We may use cookies to estimate your usage patterns. Each browser accessing <https://paybiotel.promptd.com> may be given a unique cookie that is then used to determine the extent of repeat visits and your activity during those visits. We may use the historical information both individually and, in the aggregate, to help Cardionet and the licensor make <https://paybiotel.promptd.com> more user friendly and responsive to your use.
- (d) We may also use cookies to track your progress and the number of entries through <https://paybiotel.promptd.com>.

#### **Do You Have Choices About Cookies?**

You have several choices with respect to cookies. You can modify your browser preferences to accept all cookies, to notify you when a cookie is sent, or to reject all cookies. However, <https://paybiotel.promptd.com> may use cookie-based authentication. Accordingly, if you choose to reject all cookies you may not be able to log onto <https://paybiotel.promptd.com> and/or use the website services.

#### **What Else Should You Know About Your Online Privacy at <https://paybiotel.promptd.com>**

For information regarding Cardionet’s Confidentiality and Privacy Policies see the attached [Privacy Policy](#). With regard to your online privacy, it is important to remember that whenever you voluntarily disclose personal information on-line, your information can be collected and used by others. If you transmit or post personal information on-line that is accessible to others, you may not be able to control how that information is used by others. When <https://paybiotel.promptd.com> receives the transmitted information, Cardionet will use the Terms of Service summarized herein and the Terms and Conditions in the Cardionet Confidentiality and Privacy Policy attached, to ensure the integrity and security of that information in our systems. Unfortunately, notwithstanding any of the steps taken by us, it is not possible to guarantee the security and integrity of data transmitted over the Internet. Consequently, while we take reasonable measures to protect your personal information, we cannot and do not warrant the security or integrity of any information you transmit to us when registering for <https://paybiotel.promptd.com> over the internet. All such transmission of information is at your own risk. Moreover, though we are committed to having <https://paybiotel.promptd.com> comply with the herein Terms of Service and the Cardionet

Privacy Policy, you are ultimately responsible for maintaining the secrecy of your password and your personally identifiable Information and/or personal health information. If you are careless with your password or if you decide to share your password to third parties, you must be aware of the risk that such third parties will have access to all of the your personally identifiable information and/or Personal Health Information.

#### **Warranty Disclaimer**

UNLESS OTHERWISE EXPRESSED, CARDIONET AND LICENSOR SPECIFICALLY RELATED TO THE ACCESS AND USE OF [HTTPS://PAYBIOTEL.PROMPTD.COM](https://PAYBIOTEL.PROMPTD.COM) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

#### **Contacting Cardionet Regarding Services or Resources On <https://paybiotel.promptd.com>**

If there are any questions regarding the herein Terms of Service and/or privacy policies and/or the services and/or resources on <https://paybiotel.promptd.com>, you may contact a representative using the information below:

Cardionet, LLC (Cardionet)  
P.O. Box 508,  
Malvern, Pa. 19355  
Phone: (877)-837-6027  
Email: [patient-billing@Cardionet.com](mailto:patient-billing@Cardionet.com)  
Website: <https://paybiotel.promptd.com>