

American Heart Association®  
Check.Change.Control.® Participant Subscription Agreement  
Last Updated September 13, 2016

**GO TO THE EMERGENCY ROOM OF A LOCAL HOSPITAL OR DIAL 911 IMMEDIATELY  
IN THE EVENT OF AN EMERGENCY.**

The Check.Change.Control.® technology described in the Platform Terms and Conditions is provided by the American Heart Association (“**AHA**”) to empower users (“**Participants**”) to improve their heart health by understanding and tracking the factors that affect heart health, including blood pressure, physical activity, cholesterol, glucose, weight, and medications. **AHA does not provide any advice or assistance directly to Participants through Check.Change.Control.® technology, does not control the conduct of any Check.Change.Control.® technology users, and is not a party to any discussions or interactions between or among users that may be facilitated by the Check.Change.Control. technology.**

**PLEASE READ THIS ENTIRE DOCUMENT. PRINT THIS PAGE FOR YOUR RECORDS.**

**THIS IS A BINDING LEGAL AGREEMENT BETWEEN  
YOU AND THE AMERICAN HEART ASSOCIATION®**

**PLEASE READ THIS PARTICIPANT SUBSCRIPTION AGREEMENT (“PARTICIPANT SUBSCRIPTION AGREEMENT”) CAREFULLY. By accessing and using [www.heart.org/ccs](http://www.heart.org/ccs), [www.checkchangecontrol.org](http://www.checkchangecontrol.org), [www.heart.org](http://www.heart.org), and other websites, online services, social media sites, and related documentation and help files provided by AHA and its affiliates (collectively referred to as “**AHA**,” “**us**,” “**our**,” or “**we**”), and other websites linking to this Participant Subscription Agreement (collectively, “**AHA Sites**”), and by using any AHA mobile application (“**AHA Apps**”) (collectively, the “**Platform**”), You agree to be bound by this Participant Subscription Agreement. This Participant Subscription Agreement is between You (sometimes referred to as “**You**” or “**Your**”) and AHA. Remember that Your use of the Platform is at all times also subject to the AHA Platform Terms and Conditions, the AHA [Privacy Policy & Standards and the AHA Privacy Statement](#), all of which are incorporated into this Participant Subscription Agreement (the Participant Subscription Agreement, AHA Platform Terms and Conditions, AHA Privacy Policy & Standards and the AHA Privacy Statement are referred to collectively as the “**Agreement**”). Any terms not defined in this Participant Subscription Agreement are defined in the other documents that are part of the Agreement. **If You do not agree with all the terms in the Agreement, You must not access or use the Platform.****

The [AHA Privacy Policy & Standards and the AHA Privacy Statement](#) describe how AHA uses and discloses Your personal information that is collected by the Platform. Such information may be subject to federal, state and local laws regulating the privacy, security and confidentiality of personal information. Your access to the Platform occurs through a secure, password protected website. However, no information system can perfectly guard against the risks of intentional intrusion or inadvertent disclosure of personal information collected by the Platform. **When You use the Platform, information transmitted over the internet is beyond the control of AHA.**

**YOU AGREE TO BE BOUND BY THE AGREEMENT, AND YOU REPRESENT AND WARRANT THAT:**

- (A) YOU ARE OVER 18 YEARS OF AGE;**
- (B) YOU HAVE READ AND UNDERSTAND ALL DOCUMENTS INCORPORATED INTO THE AGREEMENT (THAT IS, THESE TERMS, THE AHA PLATFORM TERMS AND CONDITIONS, ANY APPLICABLE SITE AGREEMENTS, INCLUDING ANY AHA**

**MOBILE APP AGREEMENTS, AND THE AHA PRIVACY POLICY & STANDARDS AND THE AHA PRIVACY STATEMENT;**

- (C) **YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF USING THE PLATFORM AND PARTICIPATING IN THE CHECK.CHANGE.CONTROL.® PROGRAM; AND**
- (D) **YOU HAVE REVIEWED THE AGREEMENT WITH A LAWYER IF YOU SO CHOOSE, AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT.**

We may revise and update the Agreement from time to time without prior notice to You and will post the updated Agreement to the Platform. ANY CHANGES TO THE AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING TO THE PLATFORM. BY USING OR OTHERWISE ACCESSING THE PLATFORM, UPLOADING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE PLATFORM, YOU HEREBY AGREE TO, AND SHALL BE SUBJECT TO, ALL THE DOCUMENTS INCORPORATED INTO THE AGREEMENT AND ANY CHANGES TO THEM. YOU AGREE TO PERIODICALLY REVIEW ALL THE DOCUMENTS INCORPORATED INTO THE AGREEMENT FOR CHANGES. **Note that if there are any inconsistencies between this Participant Subscription Agreement and the AHA Platform Terms and Conditions, the AHA [Privacy Policy & Standards, or the AHA Privacy Statement](#), this Participant Subscription Agreement will govern.** YOU AGREE TO PERIODICALLY REVIEW THIS PARTICIPANT SUBSCRIPTION AGREEMENT, AND THE OTHER DOCUMENTS INCORPORATED INTO OUR AGREEMENT AT THE ABOVE HYPERLINKS FOR SUCH CHANGES.

**CHECK.CHANGE.CONTROL.® IS ONLY A TECHNOLOGY PLATFORM**

AHA provides the Platform as a free online tool and service (the “**Services**”) to empower Participants to improve their heart health by understanding and tracking the factors that affect heart health, including blood pressure, physical activity, cholesterol, glucose, weight, and medications. You may enter Your personal and health information into the Platform, such as Your blood pressure, blood glucose, cholesterol, weight, medication adherence, and physical activity, for Your own tracking over time, and for viewing by approved health care providers (“**Providers**”) and volunteer mentors (“**Volunteer Health Mentors**”) as discussed in this Participant Subscription Agreement. **AHA DOES NOT PROVIDE ANY SERVICES TO OR ON BEHALF OF ANY HEALTH CARE PROVIDERS, OR ANY HEALTH ADVICE OR ASSISTANCE TO YOU, DOES NOT CONTROL THE CONDUCT OF ANY PARTICIPANTS, PROVIDERS, VOLUNTEER HEALTH MENTORS, OR ANY OTHER PLATFORM USERS (each a “**User**” and collectively, “**Users**”), and is not a party to any discussions or interactions between or among Users that may be facilitated by the Platform.** AHA’s responsibilities are limited to providing access to the Platform and providing the Services under the Agreement.

Your personal and health information entered into or viewed on the Platform is stored, managed, and secured by AHA suppliers (the “**AHA Suppliers**”). Consequently, in addition to being subject to the Agreement, use of the Platform is also subject to the Amazon Web Services, Inc. (“**AWS**”) [AWS Privacy Policy](#) and the ClearDATA [ClearDATA Privacy Policy](#). **PLEASE REVIEW THE PRIVACY POLICIES OF AWS AND CLEARDATA CAREFULLY PRIOR TO USING THE PLATFORM.**

AHA does not access nor is it provided any personally identifiable individual or health information that you enter or view on the Platform. AHA Suppliers provide to AHA only data from the Platform in a non-identifiable manner for AHA use. “**Non-identifiable**” means personal and health information will be copied and used in a manner that will not permit the identification of a specific individual without extraordinary effort. AHA may aggregate the non-identifiable personal and health information of many Users, and may disclose such non-identifiable or aggregated information to other parties, including but not limited to

electrical and other physical requirements necessary for Your access to and use of the Platform.

### **NO MEDICAL ADVICE**

Information contained on the Platform is informational only. THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, does not cover all diseases, ailments, physical conditions or their treatment, AND YOU SHOULD NOT RELY ON IT AS A COURSE OF TREATMENT. **THE PLATFORM SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER.** Information included on the Platform is **NOT INTENDED AND SHOULD NOT BE CONSTRUED, AS MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. INFORMATION INCLUDED ON THE PLATFORM AND USE BY THE PLATFORM OF ANY USER IS NOT A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH YOUR MEDICAL NEEDS.** You agree that the Services and our provision of any information on the Platform do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment.

**AHA does not make any guarantee about the relationship between You and any Provider, or You and any Volunteer Health Mentor, or guarantee whether any information or Services on the Platform will help You achieve the results You want. AHA EXPLICITLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY HEALTH INFORMATION CREATED BY PARTICIPANTS, VOLUNTEER HEALTH MENTORS, OR PROVIDERS THAT IS MADE AVAILABLE, ENTERED OR VIEWED THROUGH THE PLATFORM, AND FOR ANY INFORMATION, ACTIVITIES AND COMMUNICATIONS OF USERS THROUGH OR FACILITATED BY THE PLATFORM.** sponsors, researchers and other third party service providers of AHA. AHA's use of such information is subject to the AHA Privacy Policy & Standards and the AHA Privacy Statement.

AHA CANNOT AND DOES NOT CONTROL ANY THIRD PARTY CONTENT (INCLUDING WITHOUT LIMITATION ANY POSTINGS BY USERS OR THIRD PARTIES ON THE PLATFORM), OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY COMMUNICATIONS FACILITATED BY THE PLATFORM. **AHA SPECIFICALLY DISCLAIMS, TO THE EXTENT PERMISSIBLE BY LAW, ANY RESPONSIBILITY FOR ANY ACTION OR INACTION BY ANY USER OR OTHER PARTY IMPACTED BY THE PLATFORM.** By using the Platform, You agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users, AHA Suppliers, or other third parties will be limited to a claim against the particular User, AHA Supplier, or other third party that caused you harm. **YOU AGREE NOT TO ATTEMPT TO IMPOSE LIABILITY ON OR SEEK ANY LEGAL REMEDY FROM AHA WITH RESPECT TO OTHER USER, AHA SUPPLIER, OR THIRD PARTY ACTIONS OR OMISSIONS TO THE EXTENT PERMISSIBLE BY LAW.**

AHA assumes no responsibility for how You use or disclose any health information that may be made available to You through the Platform. If You utilize the Platform to upload or access health information, You are responsible for ensuring that the computer systems You use to access the Platform have appropriate security controls enabled and that You have accessed the Platform through a secure connection. **You expressly assume the risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruption or corruption of data or other information that You transmit to or receive from the Platform.** You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software,

THE INFORMATION CONTAINED ON THE PLATFORM IS COMPILED FROM A VARIETY OF SOURCES ("**INFORMATION PROVIDERS**"). NEITHER AHA NOR INFORMATION PROVIDERS

DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES ON THE PLATFORM OR AS PART OF THE SERVICES.

### **PARTICIPANT PLATFORM ACCESS AND USE TERMS**

- ***Use of Platform.*** You may upload, view and download Your Content on the Platform for Your own personal use, and or to make Your health information available to one or more Providers and Volunteer Health Mentors. The Platform may include links that allow You to access other AHA resources or opt-in to receive messages, updates and information from AHA about Check.Change.Control.® or other AHA programs. AHA may use Your e-mail address to send You messages, announcements and information related to Check.Change.Control.® or other AHA programs, subject to the terms of the AHA [Privacy Policy & Standards](#) and the AHA [Privacy Statement](#). **YOU CONSENT TO AHA AND OTHER PLATFORM USERS SENDING YOU EMAILS AND TEXT MESSAGES TO YOUR MOBILE DEVICE. You can stop text messages at any time by responding to the "opt out" request at the bottom of any e-mails from AHA, texting CCC STOP to the number sending a text message, or by calling the phone number or writing to the address below.** Please include a copy of the e-mail or other communication You received from the AHA in Your correspondence to us. Make sure Your information matches what You provided during registration.
  
- ***Provider Communication.***
  - If You and one or more of Your health care providers each agree, You can share Your personal and health information with each Provider via the Platform, as more specifically described in the Platform policies and procedures, [www.checkchangecontrol.org](http://www.checkchangecontrol.org).
  - You also may have the option to send and receive messages to Providers via the Platform. **YOU SHOULD NOT USE THE PLATFORM TO COMMUNICATE URGENT ISSUES TO A PROVIDER.** Providers are not required to and may not quickly respond to a message that You send via the Platform, and even then, there is no guarantee of a response. **FOR ALL MEDICAL EMERGENCIES AND URGENT MATTERS, PLEASE GO TO AN EMERGENCY ROOM OR DIAL 911 IMMEDIATELY.** The Platform is not a substitute for appropriate and timely contact with a health care professional.
  - Any communications You have with a Provider through the Platform may be made part of Your official medical record independently by Your Provider, in Your Provider's discretion.
  - If You decide at a later time that You do not want Your Provider to access Your Platform account, You may terminate such sharing as described in the Platform policies and procedures.
- ***Volunteer Health Mentor Communications.*** You may elect to use the Platform to participate in the AHA Blood Pressure Monitoring Program, which is intended to help You track Your blood pressure, weight and physical activity data, and involves Volunteer Health Mentors. Please see Program materials for additional information, [www.checkchangecontrol.org](http://www.checkchangecontrol.org). The role of the Volunteer Health Mentor is limited to the following:
  - Remind You to take and record Your weekly blood pressure, weight, and physical activity readings for a minimum of 4 months.
  - Identify and note to You which of the standard blood pressure measurement categories that Your weekly readings fall into.
  - Identify and note to You whether Your blood pressure readings, weight, and physical activity have increased, decreased, or remained stable.
  - Not make any medical diagnoses about, or prescribe treatment for You.

You can share Your personal and health information with one or more Volunteer Health Mentors via the Platform, as more specifically described in the Platform policies and procedures [www.checkchangecontrol.org](http://www.checkchangecontrol.org). While the Volunteer Health Mentor may only access, monitor, and discuss

Your blood pressure, weight, and physical activity with You, it is possible that other personal or health information in Your Platform account may be visible to the Volunteer Health Mentor. All Volunteer Health Mentors are obligated by the Program policies and procedures to protect the confidentiality and privacy of Your personal and health information, may not disclose any such information to anyone other than You, and may only use the blood pressure, weight, and physical activity information to help You in accordance with the role of Volunteer Health Mentors described above. You and Your Volunteer Health Mentor may also exchange confidential phone numbers via the Platform to facilitate communication related to the Program. Volunteer Health Mentors must promptly advise You if any of Your information is accidentally disclosed to a third party. If You decide at a later time that You do not want a Volunteer Health Mentor to access Your Platform account, You may terminate such sharing as described in the Platform policies and procedures.

- *Sharing Your Information Via The Platform.* You understand and agree that if You decide to share Your information with Providers or Volunteer Health Mentors via the Platform, Your sharing of information is solely for Your convenience and is done solely at Your own risk. AHA does not screen or verify the identity of the Providers You allow to view Your account, does not endorse, supervise or warrant the actions of the Volunteer Health Mentors, and is not responsible for the use or misuse of Your personal and health information by persons You have allowed to access Your account. **You are responsible for determining the people You allow to view Your account are the people You wish to view Your account, and with whom you are willing to share Your personal and health information.**
- *You Are Responsible for Your Safety.* The Platform, a Provider, or a Volunteer Health Mentor might suggest physical activity for You. Any physical activity can be potentially hazardous and may involve physical risks. IN CONSIDERATION OF BEING ALLOWED TO ACCESS AND USE THE PLATFORM FOR FREE, AND PARTICIPATE IN CHECK.CHANGE.CONTROL.® PROGRAMS SUCH AS THE AHA BLOOD PRESSURE MONITORING PROGRAM AND OTHERS, YOU HEREBY EXPRESSLY AGREE TO ASSUME ALL RISK ARISING OUT OF YOUR USE OF THE PLATFORM, YOUR PARTICIPATION IN RELATED PROGRAMS, AND ANY DECISION YOU MAKE REGARDING PHYSICAL ACTIVITY OR OTHERWISE. It is Your responsibility to consult with a health care professional to determine Your fitness to engage in any and all activities associated with the Platform. It is also Your responsibility to use equipment, clothing, and techniques appropriate to the activities related to Check.Change.Control.® You acknowledge and agree that You are solely responsible for Your own safety.
- *Your Account.* Do not share Your login information with anyone, and write down Your Platform ID and password and keep it in a safe place. If You share your login information with anyone, that person will be able to access Your personal and health information and send messages as if they were You. **We recommend You log out after accessing Your account, change Your password on a periodic basis, and limit access to Your computer or mobile device and their browsers.** Do not use the Platform from computers or public libraries or internet cafes because Your personal and health information may not be protected. Your Content is Your sole responsibility. We are not liable for any loss or damage of any kind relating to Your Content.
- *Access to Health Information.* We are not responsible for how You use or disclose the health information about You that is made available through or entered in the Platform.
- *No Warranty or Support.* THE PLATFORM IS PROVIDED "AS IS".
- *AHA's Limited Liability.* **AHA IS NOT LIABLE TO YOU FOR ANY DAMAGES GREATER THAN \$1000, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.**

- ***Indemnification.*** In addition to Your indemnification obligations under the AHA Platform Terms and Conditions [www.ccctracker.com/eula](http://www.ccctracker.com/eula), You agree that You release, and agree to indemnify, defend, save and hold harmless AHA, its affiliates, and AHA Suppliers, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents, from all claims arising out of or related to Your use of the Platform, Your relationships with Providers and Volunteer Health Mentors, and Your breach of this Participant Subscription Agreement.
- ***Termination.*** AHA may terminate Your access to the Platform for any reason. **You are responsible for making sure Your Content and other information you desire is downloaded or backed up.**
- ***Additional Legal Terms.*** Remember that Your use of the Platform is at all times also subject to the AHA Platform Terms and Conditions [www.ccctracker.com/eula](http://www.ccctracker.com/eula), the [AHA Privacy Policy & Standards and the AHA Privacy Statement](#), which are incorporated into this Participant Subscription Agreement. **MAKE SURE TO READ AND UNDERSTAND ALL THE DOCUMENTS MAKING UP THE AGREEMENT.**

### **CONTACTING US**

If You have any other questions or concerns regarding the Agreement, please contact us at National Service Center, American Heart Association, 7272 Greenville Avenue, Dallas, Texas 75231, 1-800-242-8721, or [ccctracker@heart.org](mailto:ccctracker@heart.org). Please remember to indicate that Your concerns should be directed to the attention of the Check.Change.Control.® Program Manager.

USE OF OUR PLATFORM AND SERVICES ARE SUBJECT TO YOUR COMPLIANCE WITH THE TERMS SET FORTH IN ALL THE DOCUMENTS INCORPORATED INTO THE AGREEMENT. **PLEASE READ THIS INFORMATION CAREFULLY. BY CLICKING “I AGREE” OR OTHERWISE INDICATING YOUR AGREEMENT (Your “*E-Signature*”), OR BY YOUR USING OUR PLATFORM, YOU ARE ENTERING INTO THIS AGREEMENT ELECTRONICALLY, AND YOUR SELECTION CONSTITUTES YOUR LEGAL SIGNATURE, ACCEPTANCE AND AGREEMENT AS IF THIS AGREEMENT WERE ACTUALLY SIGNED BY YOU IN WRITING.** You agree that no certification, authority, or other third party verification is necessary to validate Your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of Your E-Signature or any resulting contract between You and AHA.