

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

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 PROVIDER SUBSCRIPTION AGREEMENT (“PROVIDER SUBSCRIPTION AGREEMENT”) CAREFULLY. By accessing and using www.heart.org/ccs, www.checkchangecontrol.org, 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 Provider Subscription Agreement (collectively, “**AHA Sites**”), and by using any AHA mobile applications (“**AHA Apps**”) (collectively, the “**Platform**”), **You agree to be bound by this Provider Subscription Agreement.** This Provider 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 Provider Subscription Agreement (the Provider Subscription Agreement, AHA Platform Terms and Conditions, the **AHA Privacy Policy & Standards and the AHA Privacy Statement**, are referred to collectively as the “**Agreement**”). Any terms not defined in this Provider Subscription Agreement are defined 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 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;**
- (B) YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF USING THE**

PLATFORM AND PARTICIPATING AS A PROVIDER IN THE CHECK.CHANGE.CONTROL.® PROGRAM; AND

- (C) 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 Provider Subscription Agreement and the AHA Platform Terms and Conditions www.checkchangecontrol.org, the [AHA Privacy Policy & Standards](#), or the [AHA Privacy Statement](#), this Provider Subscription Agreement will govern. YOU AGREE TO PERIODICALLY REVIEW THIS PROVIDER 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. Participants may enter their personal and health information into the Platform, such as the Participant’s blood pressure, blood glucose, cholesterol, weight, medication adherence, and physical activity, for their own tracking over time, and for viewing by approved health care providers (“**Providers**”) and volunteer mentors (“**Volunteer Health Mentors**”) as discussed in this Provider Subscription Agreement. **AHA DOES NOT PROVIDE ANY SERVICES TO, OR ON BEHALF OF YOU (INCLUDING EVEN WHEN THE PLATFORM IS USED BY A PARTICIPANT WHO HAPPENS TO BE YOUR PATIENT). AHA DOES NOT PROVIDE ANY HEALTH ADVICE OR ASSISTANCE TO PARTICIPANTS, 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.

Participant 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. 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 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 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 Participant personal or health information that may be made available to You through the Platform. If You utilize the Platform to upload or access Participant personal or 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, 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 SHOULD NOT BE RELIED ON AS A COURSE OF TREATMENT. Information included on the Platform is **NOT INTENDED, OR TO BE CONSTRUED, AS MEDICAL ADVICE, DIAGNOSIS OR TREATMENT, AND YOU AGREE THAT YOU MUST USE YOUR INDEPENDENT PROFESSIONAL MEDICAL JUDGMENT WHEN REVIEWING OR TAKING ACTION REGARDING PARTICIPANT PERSONAL AND HEALTH DATA.** 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 Participant or guarantee whether any information or Services on the Platform will help You or any Participant achieve the results You or they 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 THROUGH THE PLATFORM, AND FOR ANY INFORMATION, ACTIVITIES AND COMMUNICATIONS OF USERS THROUGH OR FACILITATED BY THE PLATFORM.

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.

PROVIDER PLATFORM ACCESS AND USE TERMS

- Use of Platform. Platform registration requires You to provide Your name, practice name and contact information. You may also provide additional information such as specialty, pharmacy partner name, and practice website information that will be available for Participants to view in Your Platform profile. This information, along with the Platform user name and password You choose, Your messaging and notification options, and alert log will be used to provide the Platform functionality to You. 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.

- Access to Participant Information.
 - If authorized by an individual who is both a Participant and Your patient (“**Your Patient**”), You can access and view personal and health information in Your Patient's Platform account via the Platform, as more specifically described in the Platform policies and procedures, www.checkchangecontrol.org.
 - If Your Patient invites You to access and view personal and health information in the Platform, You warrant that You are an authorized health care provider for that Participant. You agree to use Your Patient's personal and health information (including their name and e-mail address) solely for the benefit of Your Patient, for the purpose of viewing their self-reported personal and health information and in accordance with all applicable federal, state and local laws and regulations, including those relating to data privacy and security (“**Applicable Laws**”). You may not disclose any of Your Patient's information to a third party without the express written consent of Your Patient.
 - If Your Patient decides at a later time that they do not want You to access their Platform account, Your Patient may terminate such sharing as described in the Platform policies and procedures.

- Participant Health Information.
 - You understand that the personal and health information entered by Your Patient into the Platform is self-reported and may contain errors, may be out-of-date, or may be later changed by Your Patient. It is your responsibility to verify the accuracy of the information with Your Patient.
 - Your Patient's health information stored in the Platform is not a medical record. The Platform is merely a delivery mechanism that allows Your Patient to share their self-reported health information with You. It is Your responsibility to determine whether this information is relevant to the diagnosis and treatment of Your Patient and whether this information needs to be part of Your Patient's medical record maintained by You. It is Your responsibility to print, or otherwise record, in your medical record information from Your Patient's Platform account that You deem to be relevant to the treatment or diagnosis of Your Patient at the time of such diagnosis and treatment. AHA cannot retrieve historical information regarding Your Patient from the Platform.
 - AHA is not responsible for any actions taken or not taken by You, Your Patient or any other person relating to Your use of the Platform. You agree that use of the Platform is solely at Your own risk.

- Platform Communications.
 - The Platform provides notifications, alerts, messaging, and other features to assist You in managing

the information viewed from Your Patient's Platform account. These features are provided for Your convenience only and are not to be used as a substitute for your professional medical judgment. The Platform is not intended to replace a physical examination or in-office or phone consultation with Your Patient. The Platform should only be used to supplement the regular, ongoing, direct communication between patient and healthcare provider and is not intended to be the sole or primary means of communication between You and Your Patient.

- **YOU SHOULD NOT USE THE PLATFORM TO COMMUNICATE URGENT OR CRITICAL INFORMATION TO YOUR PATIENT.** AHA is not responsible for the failure by the Platform to receive or send messages and cannot guarantee that messages will be accepted or read by You or Your Patient. **FOR ALL MEDICAL EMERGENCIES AND URGENT MATTERS, PLEASE CONTACT YOUR PATIENT DIRECTLY.** The Platform is not a substitute for appropriate and timely contact with Your Patient.
- *Volunteer Health Mentor Communications.* Your Patient may elect to use the Platform to participate in the AHA Blood Pressure Monitoring Program, which is intended to help Your Patient track their blood pressure, weight and physical activity data, and involves Volunteer Health Mentors. Please see Program materials for additional information, www.checkchangecontrol.org. The role of the Volunteer Health Mentor is limited to the following:
 - Remind Your Patient to take and record their weekly blood pressure, weight, and physical activity readings for a minimum of 4 months.
 - Identify and note to Your Patient which of the standard blood pressure measurement categories that the weekly readings fall into.
 - Identify and note to Your Patient whether their blood pressure readings, weight, and physical activity have increased, decreased, or remained stable.
 - Not make any medical diagnoses about, or prescribe treatment for Your Patient.

Your Patient can share their personal and health information with one or more Volunteer Health Mentors via the Platform, as more specifically described in the Platform policies and procedures. All Volunteer Health Mentors are obligated by the Program policies and procedures to protect the confidentiality and privacy of Your Patient's personal and health information, may not disclose any such information to anyone other than Your Patient, and may only use the blood pressure, weight, and physical activity information to help Your Patient in accordance with the role of Volunteer Health Mentors described above.

- *Sharing Your Patient Information.* AHA does not verify that You have the right to share Your Patient's information under Applicable Laws, does not endorse or warrant Your actions or the actions of others, and is not responsible for the use or misuse of Your Patient's personal and health information by You or Your Patient's Volunteer Health Mentors, family members, or caregivers. **You are responsible for determining with whom You share Your Patient's personal and health information, and whether such sharing complies with Applicable Laws. We are not responsible for how You use or disclose the Your Patient's personal or health information after You access it through the Platform.**
- *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 account information, access Your Patient's 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 account 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.

- 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.checkchangecontrol.org, 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 and actions relating to Your Patients and their Volunteer Health Mentors, family members and caretakers, and Your breach of this Provider 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.checkchangecontrol.org, the **AHA Privacy Policy & Standards and the AHA Privacy Statement**, which are incorporated into this Provider 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. 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.