



# Level 2 Family Law Monitoring Program Agreement

AGR-FLM2-19-002

## INTRODUCTION

**PLEASE CAREFULLY REVIEW THIS ENTIRE FAMILY LAW MONITORING PROGRAM AGREEMENT BEFORE SIGNING**

### Involved Parties

"Involved Parties" consist of a Monitored Client, a Concerned Party and in some instances, Contacts. Involved Parties may receive email and/or text message notifications related to monitoring activity ("Alerts" and/or "Reports") and Authenticated Test Results and Non-Authenticated Test Results as provided herein.

The "Monitored Client" is the person who is required to submit tests using the Soberlink Device.

The "Concerned Party" is the primary Contact who focuses on the best interests of the child(ren) and needs to receive test results. In family law proceedings, this is often the spouse, ex-spouse, guardian or an Involved Party's legal representative.

"Contacts"<sup>1</sup> include persons and entities other than the Concerned Party such as an attorney for the Monitored Client or Concerned Party, family member or friend. Contacts are authorized to receive Alerts, Reports, Authenticated Test Results and Non-Authenticated Test Results for the entire history of testing. Contacts may be added or deleted upon mutual written agreement of the Monitored Client and Concerned Party or written request from the subject Contact.

### Managing Expectations

Soberlink is designed to detect if the Monitored Client has alcohol in his or her system at the time of testing. However, it is not designed to detect alcohol after it has completely dissipated from the Monitored Client's system (dissipation rates vary from person-to-person). Depending on the test schedule and time frame, small amounts of alcohol may completely dissipate before the next scheduled test, thus going undetected.

**Disclaimer:** Soberlink is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Monitored Clients should always consult their physician with any questions regarding medical conditions such as physical alcohol dependency to obtain advice and treatment before beginning use of the Soberlink system.

### BAC Levels

It is important for all Involved Parties to understand the subtle differences between BAC levels so that proper decisions can be made in the event of a positive test. BAC levels can appear similar, but the level of intoxication is different. For example, a .009 is a low BAC level and typically will not impair an adult. However, a .09 is a high BAC level and is above the legal limit to operate a vehicle in most jurisdictions.

### Test Confirmation and Retesting

**Positive Test Confirmation:** Soberlink considers the first test a screening test. Retesting helps determine whether the source of alcohol was due to consumption or accidental exposure (e.g., mouthwash). If alcohol is detected during a test, the Soberlink Device will prompt the Monitored Client to retest in 15 minutes. Positive tests will only result in non-compliance if the first positive test is verified with a missed or positive retest.

**Declined Identity Confirmation:** Retesting also helps determine if a declined identity was due to intentional tampering or by accidental obstruction of part of the face. If the identity cannot be verified, then a retest is scheduled. Declined identity will only result in non-compliance if the client fails to retest or if the identity still cannot be verified with the retest.

If the first test is compliant, testing is completed, and a retest is not required.

### Non-Compliance

The following are non-exhaustive examples of events that may be viewed as non-compliance:

- Positive test followed by a positive retest
- Positive test followed by a missed retest
- Obstructing the camera when taking a test so identity cannot be verified
- Having anyone other than the Monitored Client blow into the Soberlink Device
- Using an alternative air source

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<sup>1</sup> Contacts may only be added in the Plus and Premium Family Law Plans.



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## Soberlink Devices

Soberlink offers two testing devices to choose from—the Soberlink Cellular Device and the Soberlink Connect Device (collectively, the “Soberlink Device(s)”).

### Soberlink Cellular

The Soberlink Cellular Device uses a cellular network to wirelessly transmit test results. If the Monitored Client is using the Soberlink Cellular Device, adequate cellular coverage is required to submit a test.

### Soberlink Connect

The Soberlink Connect Device must connect to an Apple or Android phone or tablet to wirelessly transmit test results.

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## LEVEL 2 PROGRAM SETUP

**ATTENTION** – Before entering into this Agreement, please carefully review all of the information and make sure that you understand the Family Law Monitoring Program and your rights and obligations. Should you have any questions about the Family Law Monitoring Program and/or this Agreement, please contact Soberlink at 714-975-7200. Please note that any modifications, amendments or changes to this Agreement may require the consent of the Monitored Client and Concerned Party.

## Testing Schedule

- 7 days per week of testing with a 2 hour and 15-minute test window for each scheduled test (e.g., if a test is scheduled at 2:00 PM, Soberlink must receive the test between 1:45 PM and 3:59 PM)
- The Monitored Client is prompted by the Soberlink System to submit tests; if the Monitored Client does not submit a test within the allotted time, a Missed test will be documented

Best practices suggest for the first test of the day to occur shortly after waking and the last test of the day to occur prior to preparing to sleep (before brushing teeth). If more than 2 tests per day are to be submitted, the additional test times will be scheduled by Soberlink.

The first test of the day will be at <sup>7</sup>\_\_\_\_\_:00 AM

Last test of the day will be at <sup>9</sup>\_\_\_\_\_:00 PM

Total Number of scheduled tests per day (Choose One)

- 2 tests
  3 tests
  4 tests



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## LEVEL 2 PLAN OPTIONS

All plans include emailed weekly and/or monthly reports.

Choose plan:

- Basic**  
\$149 per month  
Emailed results of previous day's tests
- Plus**  
\$199 per month  
Real-time email alerts
- Premium**  
\$249 per month  
Real-time email and text alerts

## DEFAULT ALERTS AND REPORTS

Alert and Report options can be changed after setup by emailing [support@soberlink.com](mailto:support@soberlink.com)

BASIC	PLUS	PREMIUM
<b>Monitored Client</b> Reports: Daily, Weekly, Monthly	<b>Monitored Client</b> Alerts: Non-Compliant & Missed Email Alerts Reports: Weekly, Monthly	<b>Monitored Client</b> Alerts: Non-Compliant & Missed Email Alerts Reports: Weekly, Monthly
<b>Concerned Party</b> Reports: Daily, Weekly, Monthly	<b>Concerned Party</b> Alerts: Non-Compliant & Missed Email Alerts Reports: Weekly, Monthly	<b>Concerned Party</b> Alerts: Non-Compliant & Missed Email/Text Alerts Reports: Weekly, Monthly
	<b>Additional Contacts</b> Alerts: None Reports: Weekly, Monthly	<b>Additional Contacts</b> Alerts: None Reports: Weekly, Monthly

Note: Alerts may be delayed at times due to retesting.

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## INVOLVED PARTIES

### Monitored Client

First Name: Jordan	Last Name: Reynolds	Mobile #: 818-555-0101	Time Zone: Pacific Standard Time (-7:00)
Email: jreynolds@grr.la	Birthdate: 11/27/1980	Gender: Male	State: CA California

### Concerned Party

First Name: Morgan	Last Name: Reynolds	Mobile #: 818-555-0102	Time Zone: Pacific Standard Time (-7:00)
Email: mreynolds@grr.la			

Note: If you are outside the US, please contact Soberlink to have your correct time zone added.

## Which Party is Responsible for Paying the Monthly Fee?

Select One: Monitored Client

**Note:** If a Soberlink Device was purchased under a Minimum Term Contract, the party who is responsible for paying the monthly fee will be responsible for any early termination fees.

### Contacts (Plus & Premium only)

Contact Information:

First Name: Attorney	Last Name: Smith	Mobile #: 818-555-0103	Time Zone: Pacific Standard Time (-7:00)
Email: attorneysmith@grr.la			

Contact Information:

First Name: Attorney	Last Name: Parker	Mobile #: 818-555-0104	Time Zone: Pacific Standard Time (-7:00)
Email: attorneyparker@grr.la			

Contact Information:

First Name:	Last Name:	Mobile #:	Time Zone:
Email:			

Contact Information:

First Name:	Last Name:	Mobile #:	Time Zone:
Email:			



## Level 2 Family Law Monitoring Program Agreement

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### FAMILY LAW MONITORING PROGRAM AGREEMENT—MONITORED CLIENT/CONCERNED PARTY COVENANTS

As an express condition of purchasing and/or using the Soberlink Device, the Monitored Client and Concerned Party (collectively "we"), agree to cooperate fully with all Monitoring Program requirements laid out in this Agreement (including the Program Setup Options and Monitored Client/Concerned Party Covenants) and the General Terms and Conditions below and which are available at [www.soberlink.com/general-tc](http://www.soberlink.com/general-tc).

We understand that failure to use the Device as instructed in this Family Law Monitoring Program Agreement may be interpreted as an attempt to conceal alcohol use and result in consequences carried out by Interested Parties and third parties. Other than as set forth in this Agreement, Soberlink shall not be required to perform any action in regard to a non-compliance. We further understand, agree to, and warrant each of the conditions set forth below.

#### Program Conditions

1. We acknowledge and agree that the Soberlink Device is our chosen method of alcohol monitoring. We also understand that the Device uses fuel cell technology, which has been widely accepted as a valid means of alcohol detection in human breath.
2. Any Involved Party may request copies of this Agreement, any amendments and change orders thereto, "Client Detail Reports" and Evaluations accompanied by a notarized affidavit from a Soberlink custodian of records ("Authenticated Test Results") without any further authorization for a fee of \$50 per request. Alternatively, any Involved Party may request copies of such material, without a notarized affidavit ("Non-Authenticated Test Results"). A fee of \$25 per request will be charged for Non-Authenticated Test Results in the Basic and Plus Plans. Requesting parties in the Premium Plan will be entitled to request Non-Authenticated Test Results free of charge. Payment for Non-Authenticated Test Results and Authenticated Test Results are the responsibility of the requesting Involved Party. All Authenticated Test Results and/or Non-Authenticated Test Results may be sent by email to all Involved Parties. By entering into this Agreement, the Monitored Client and Concerned Party (and Contacts, if any) waive any and all objections as to foundation and authenticity to the extent permitted by governing law as it relates to any legal proceeding that is the subject of this Agreement. It is the mutual intent of the Monitored Client and Concerned Party that Authenticated Test Results may be utilized in the subject legal proceeding without the need for subpoena, service of process, or custodian of record testimony.
3. Any changes to the Monitoring Program that are not initiated by Soberlink including, but not limited to, changing, adding, or removing the Involved Parties and time changes for scheduled tests, must be agreed upon by both the Monitored Client and the Concerned Party. We further understand that changes may take up to 72 hours to be implemented. A fee of \$25 per change request will be charged for requesting parties in the Basic and Plus Plans. Requesting parties in the Premium Plan will be entitled to request changes free of charge.
4. Contacts may update their Alert and Report settings at any time without the Monitored Client and Concerned Party's consent.
5. If a Soberlink Device is exchanged for a replacement under a return merchandise authorization ("RMA") based on claims of a Device malfunction and the RMA inspection deems "no problem found," a service fee of up to \$150 (plus shipping and handling) will be charged to the requesting party. Further, the requesting party will be held responsible for the full cost of the replacement Device should the Device go unreturned or if the returned Device has been damaged beyond repair and/or deemed "out of warranty" upon inspection.
6. At any time, Involved Parties may request that Soberlink formally evaluate one or more related series of positive tests. Evaluations will be emailed to all Involved Parties, generally within 72 hours of the request. Evaluations are subject to a \$50 fee paid by the requesting party. To request an Evaluation, contact the Compliance Department at [compliance@soberlink.com](mailto:compliance@soberlink.com).
7. To the extent Soberlink is requested or required to appear for deposition, trial, arbitration or any other legal proceeding, the party requesting or compelling such appearance shall be required to tender to Soberlink all costs and expenses related to such appearance including, but not limited to, all travel expenses incurred in attending or testifying and the reasonable compensation for loss of time in accordance with applicable law. Based upon availability, pricing for testimony for a custodian of records or a person with knowledge of the agreed-upon issue(s) is between \$1,000 and \$2000 plus travel expenses for "in-person" testimony and between \$250 and \$500 for telephonic testimony. Nothing herein is intended to serve as an agreement by Soberlink to attend or testify any legal proceeding without its further agreement and availability, and Involved Parties are encouraged to utilize the process set forth in Section 2 to obtain Authenticated Test Results. Soberlink or any of its employees or representatives may not be designated as an expert in any matter unless expressly authorized by Soberlink. To request testimony, please contact the Compliance Department at [compliance@soberlink.com](mailto:compliance@soberlink.com) to request the Testimony Scheduling Agreement.

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### General Disclosures

8. Human review may be necessary to confirm identity of the Monitored Client, and if identity cannot be confirmed, an additional test may be requested following the submitted test in question.
9. Any attempt to use an alternative air source to submit a test will be considered a tamper event and will be reported to all Involved Parties. Tamper detection does not occur in real time and may not be reported to Involved Parties until several days or weeks after the occurrence.  
**NOTE:** Any efforts to defeat the Soberlink Device may result in termination of monitoring services.
10. Soberlink will not provide details in regard to any voice or electronic communications between Soberlink and other parties.
11. "Storing" is a feature of the Soberlink Cellular Device only. Storing is disabled by default as it can affect whether Involved Parties receive Alerts in real time. Enabling the Storing feature requires the written consent of both the Monitored Client and the Concerned Party. Storing allows the client to submit tests when outside of cell coverage to be uploaded at a later time.
12. Soberlink is unable to guarantee text message and email delivery due to carrier-related issues and other factors out of Soberlink's control.
13. Soberlink requires a monthly monitoring fee to be paid to keep the Soberlink Device activated. Removing the payment method at any time may result in immediate suspension.
14. To terminate services, the party responsible for payment, as indicated in this Agreement, must email [support@soberlink.com](mailto:support@soberlink.com) with the request. All Involved Parties will receive notice if services have been terminated. Soberlink bills arrears, meaning that if services are cancelled in the middle of the month, the final payment will be due at the beginning of the following month.
15. If the Monitored Client fills out and signs a new Monitoring Agreement ("Agreement") with a different Concerned Party, the newest Agreement will supersede the previously signed Agreement. Further, this will result in the termination of services in accordance with the previously signed Agreement, and a new testing program will begin.
16. In the event an account becomes 30 days past due for non-payment, the Monitored Client will be suspended. All Involved Parties will receive notice if the account becomes suspended due to non-payment. While suspended the Monitored Client will not be allowed to submit tests until and if suspension is lifted. Further, the party responsible for paying the monthly fee will continue to be billed. When an account becomes 60 days past due for non-payment, Soberlink will terminate services and may send the account into collections.
17. Soberlink reserves the right to stop services based on non-compliant activity, violation of any term or provision of this Agreement, use of the Soberlink Device for a purpose inconsistent with this Agreement, or non-payment, upon 10 days' prior written notice. Soberlink further reserves the right to terminate services for any reason, including convenience, upon 10 days' prior written notice. Nothing herein shall prevent Soberlink from immediately suspending service for any reason including, but not limited to, violation of Soberlink protocols, intentional violation of any term or provision of this Agreement, tampering with the Soberlink Device, violation of any applicable law, verbal or physical abuse, threat(s) or harassment of Soberlink, its representatives, vendors, partners or affiliates, or any person or entity party to, or connected with, this Agreement or the Services.
18. Any changes and/or updates to the Monitoring Program, not initiated by Soberlink, must be agreed upon by both the Monitored Client and the Concerned Party. Soberlink reserves the right to approve or decline any requested changes and/or updates.
19. Any Involved Party or Contact may contact Soberlink regarding this Agreement and the monitoring related thereto and receive information related to Alerts, Reports, Authenticated Testing Results and Non-Authenticated Testing Results during the term of this Agreement and after services have been terminated.
20. Soberlink Monitoring does not constitute a clinician/patient relationship. Testing records, including Authenticated Test Results and Non-Authenticated Test Results, generated while testing in accordance with this Agreement, or other information related to the use of the Device are generally not considered "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 nor is the information protected by the Health Insurance Portability and Accountability Act of 1996. All violations or activity related to monitoring or use of the Device may be provided to all Involved Parties pursuant to this Agreement. Should you have any questions as to what information may be shared pursuant to this Agreement please contact the Compliance Department at [compliance@soberlink.com](mailto:compliance@soberlink.com).
21. Soberlink Monitoring is not an emergency service; if you have an emergency you should call 911 or local law enforcement.
22. Soberlink shall seek to comply with all governing state and federal law as it relates to issuance of subpoenas or service of process related to use of the Soberlink Device and/or the Monitoring Program. Please note that subpoenas issued from out-of-state must comply with Interstate and International Depositions and Discovery Act (California Code of Civil Procedure Sections 2029.100 -2029.900).



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Further, the Monitored Client acknowledges, agrees to, and warrants each of the following:<sup>2</sup>

## Testing Procedures

- 23. I understand that it is my responsibility to call Soberlink at (714) 975-7200 during normal business hours to activate my Soberlink Device, and that I will be required to submit a test upon activation. My Soberlink Device will not be activated until all required documents have been signed. I will subscribe to receive Soberlink text messages and understand that failure to do so may result in an unsuccessful Monitoring Program.
- 24. I understand that it is my responsibility to find adequate cellular or Wi-Fi coverage to successfully submit all tests.
- 25. I will refrain from eating, drinking (other than plain water), and smoking anything for at least 20 minutes prior to submitting a test. I will read the labels of products I consume and/or use and research products that might contain alcohol to avoid an inaccurate BAC reading. I will remove everything from my mouth and rinse my mouth out with water prior to submitting a test. Failure to do so may result in an inaccurate BAC reading.
- 26. I will remove any sunglasses, hats, or any other items that may obstruct my face while testing. I will take all tests in well-lit areas while standing or sitting upright (not lying down) with my eyes open. I will always use the provided Soberlink Device mouthpiece and will not hold the mouthpiece while testing. I will not use the Soberlink Device while driving or operating heavy machinery.
- 27. After testing, I will check the Soberlink Device or Soberlink Connect app to confirm that my test was successfully submitted. I will not simply assume the test was sent. If prompted to retest, I will retest at the times indicated on my Soberlink Device or the Soberlink Connect app and in the notification text message. Failure to retest as instructed will be considered non-compliance.

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## Protecting Equipment

- 28. I will always use the protective case to store the Soberlink Device and mouthpiece(s) when not in use. I will keep my Soberlink Device and mouthpiece(s) away from all alcohol-based and non-alcohol-based products that could interfere with accurate readings (e.g. perfumes or sanitizers).
- 29. I understand that if alcohol is detected by the Soberlink Device, whether ingested or incidental, that event may be considered non-compliance and may result in adverse consequences (those consequences are not to be determined by Soberlink).
- 30. I will keep and use my Soberlink Device in normal operating temperatures (32° - 122° F) to ensure proper functioning.
- 31. Soberlink Devices require recalibration when 1500 tests have been submitted. Soberlink will notify the Monitored Client by text message when there are 100 tests remaining and will continue to send notifications. When a Device is due for recalibration it is the Monitored Client's responsibility to contact Soberlink to request a replacement Device. Soberlink will send a replacement Device to the Monitored Client with a prepaid return shipping label to send the Device that is nearing calibration back to Soberlink. The Monitored Client will be required to contact Soberlink upon receipt of the replacement Device for activation. If the Monitored Client fails to activate a replacement device prior to reaching the 1500 test limit, the monitoring account will be suspended until a recalibrated Device is activated. While suspended the Monitored Client will not be allowed to submit tests. This process is subject to a \$75 fee (plus shipping and handling) paid by the Monitored Client. Further, The Monitored Client will be held responsible for the full cost of the replacement Device should the Device go unreturned or if the returned Device has been damaged beyond repair and/or deemed "out of warranty" upon inspection.

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## SIGNER 1

We have reviewed, understand, and will abide by the terms of this Agreement and the General Terms and Conditions available below and at [www.soberlink.com/general-tc](http://www.soberlink.com/general-tc).

I am the:  Monitored Client  
 Concerned Party

Signature: Jordan Reynolds  
Jordan Reynolds (Aug 23, 2019)

Name: Jordan Reynolds

## SIGNER 2

I am the:  Monitored Client  
 Concerned Party

Signature: Morgan Reynolds  
Morgan Reynolds (Aug 23, 2019)

Name: Morgan Reynolds

<sup>2</sup> All Involved Parties should familiarize themselves with Testing Procedures.





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## GENERAL TERMS AND CONDITIONS

### PARTIES

By using SOBERLINK HEALTHCARE LLC's and its affiliates, subsidiaries, parents, sister concerns and related companies ("SOBERLINK", "SOBERLINK®", "us", "our" or "we") websites, SOBERLINK's Monitoring Web Portal, devices, applications including, but not limited to, Soberlink's monitoring services, testing capabilities, account management features and applications (collectively, the "Service(s)"), or by agreeing to these General Terms and Conditions ("T&Cs"), you (the "customer", "client", "Concerned Party" (where applicable) or the person who is using the Soberlink® device and/or Service (the "User")) agree to be bound by these T&Cs. Except as expressly set forth herein, we may modify the T&Cs at our sole discretion and such modification shall be effective upon the earlier of notice to you or revised T&Cs being posted at <http://www.soberlink.com/general-tc>. You accept modification to the T&Cs by continuing to use the SOBERLINK® device, by continuing to use our Service, or by continuing to pay for the SOBERLINK® device.

### EXPECTATIONS

The SOBERLINK® device is intended to be utilized as an assessment tool and screening device. Unless specifically agreed in writing by SOBERLINK, we will not analyze or interpret the testing results, reporting histories, or provide an opinion as to whether the User had consumed alcohol. It is the responsibility of the User, if required, to retain a monitoring agency or third party to review, analyze, interpret or adjudicate testing results and related data. There is a direct relationship between the concentration of alcohol in the blood and in the breath. Consumed alcohol is absorbed in the blood stream and exchanged to the breath in the deep lung region. Through a calculated conversion, the SOBERLINK® device measures alcohol in the body by its concentration in the breath, also known as breath alcohol concentration ("BrAC"). The concentration of alcohol is subject to the User's compliance with the Precautions and may further be subject to applicable procedures set by the Concerned Parties, monitoring agencies and governing authorities. BrAC depends on a number of variables including, but not limited to, the amount of alcohol consumed, environmental influences, the rate at which alcohol was consumed, body size, age, physical health and the rate of which the User metabolizes alcohol.

### CALIBRATION

The SOBERLINK® device utilizes a professional grade fuel cell sensor. The SOBERLINK® device is calibrated during manufacturing using advanced alcohol calibration equipment. Known alcohol concentrations are passed through the fuel-cell sensor to set baseline values for testing. The accuracy of breathalyzers can fluctuate after twelve (12) months of normal use, depending on operating conditions and the number of tests performed. The SOBERLINK® device tracks the number of tests performed. Soberlink will notify the User, Concerned Party and/or other authorized Contacts when the SOBERLINK® device is ready for recalibration.

### PRECAUTIONS

1. Wait at least twenty (20) minutes after drinking, eating, or smoking before using the SOBERLINK® device. Failure to observe this waiting period may cause inaccurate readings and damage the SOBERLINK® device's fuel cell sensor.
2. Avoid using the SOBERLINK® device in the presence of substances that contain methyl alcohol, isopropyl alcohol, or any other outside agent that contains alcohol or similar substances or ingest such substances twenty (20) minutes before using the SOBERLINK® device. These substances or agents may interfere with test results and yield a false positive, or unreliable, report. In most instances, positive test results attributed to a foreign substance or outside agent will dissipate shortly after the initial test, and subsequent retesting will yield test results of 0.00 BrAC. In the event of a positive test result believed to be caused by a foreign substance or outside agent, User must continue to retest as prompted until there is a compliant result. Failing to retest as prompted may be considered a violation of testing procedures. Examples of common foreign substances or outside agents that may influence test results include but are not limited to: certain prescription drugs; certain medications and herbal remedies; medicinal alcohol; household cleaners and disinfectants; lotions; body washes; perfumes; colognes; toothpaste; breath fresheners; hand sanitizers; or other alcohol-based hygiene products and inhalants.
3. Prevent outside agents such as perfume, alcohol-based substances or hand sanitizers from being stored near the SOBERLINK® device at all times.
4. Do not blow smoke, food, or liquids into the SOBERLINK® device, as this will damage the sensor.
5. Do not tamper with, obstruct, or damage the SOBERLINK® device.
6. Remove sunglasses and headwear during the testing process.
7. Remain standing during the testing process.
8. Hold the SOBERLINK® device eye level and look directly into the device's camera lens.
9. Do not hold onto the SOBERLINK® device's mouthpiece during testing or permit any item to block User's ability to breathe into the SOBERLINK® device.
10. Do not test in areas with strong winds, smoke, or in areas where large amounts of alcohol is being consumed.
11. Do not use the SOBERLINK® device in temperatures below 32 °F or above 122 °F.
12. If a breath test result is out of compliance, the SOBERLINK® device will warn of retest requirement and the User will receive a text message prompting to retest.

### DISCLAIMERS

1. SOBERLINK and any and all manufacturers, retailers, distributors and sellers of SOBERLINK® devices make no warranties, express or implied, as to the ability of the SOBERLINK® device to determine whether a user of this device is legally intoxicated and SOBERLINK expressly disclaims any liability for incidental, special, or consequential damages of any nature.
2. Decisions and/or actions based upon the reading of the SOBERLINK® device shall be entirely at the User and Concerned Party's (if any) own risk.
3. SOBERLINK and any and all manufacturers, retailers, distributors, service providers and sellers of SOBERLINK® devices make no warranties, express or implied, that any modification or adjustment thereof is a legal protector or evidence or defense against any police or public procedure or judicial or investigative proceedings in any jurisdiction.
4. SOBERLINK and any and all manufacturers, retailers, service providers or sellers of SOBERLINK® devices assume no responsibility for Users who test negative and later show that they are under the influence of alcohol or are proven to be intoxicated by alcohol.
5. SOBERLINK incorporates by this reference all exclusions, limitations and disclaimers set forth in the Warranty Section below and any additional exclusions, limitations and disclaimers that may be promulgated by us from time to time.

### PAYMENT

#### Payment Methods

Acceptable forms of payment to SOBERLINK are electronic funds transfer ("EFT" or "ACH") or credit or debit card transactions (EFT, ACH and credit or debit card transactions collectively, "Payment Method"), unless otherwise agreed by Soberlink. You agree to provide current a Payment Method in order to utilize the SOBERLINK® device and Service and permit us to charge against such Payment Method for the use of the SOBERLINK® device or the provision of the Service. Approved credit or debit card companies may be modified at our sole discretion. If funds to which you are not entitled are deposited into your account, you authorize the initiation of a correction (debit) entry electronically or by any other commercially accepted method. If your Payment Method changes, you agree that you will promptly update your Payment Method information and provide any additional authorization that may be necessary to process your payment. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method or cancel your account (see, "Cancellation Policy" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This Payment Method authorization is to remain in full force and effect until SOBERLINK has received written request of termination, upon which we are granted thirty (30) days or reasonable opportunity to complete your request.

#### Recurring Billing

By the use of the SOBERLINK® device and/or the provision of the Service, and providing or designating a Payment Method, you authorize SOBERLINK to charge you periodical and/or recurring monthly fees, and any other charges you may incur in connection with your use of the Service to your Payment Method, until cancelled in writing by you. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing days per month, promotional offers, and/or changing or adding a Service, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

#### Fees

The following schedule of fees is listed at a base rate and may be overridden by any written agreement between you and SOBERLINK. Any base rate may be modified, terminated or discontinued at our sole discretion at any time without notice. Any modification, termination or discontinuation shall be effective upon the billing cycle immediately following the modification, termination or discontinuation.

Fee Name	Description	Base Rate
Daily Monitoring Fee	Includes all web portal features, automation, cloud storage and future upgrades. A fee is incurred for every day the SOBERLINK® device is active on the monitoring web portal or as otherwise provided in any agreement between you and us.	See Agreement
Recalibration Fee	At 1,500 tests the SOBERLINK® device can be recalibrated by SOBERLINK. Soberlink will notify the User, Concerned Party and/or other authorized Contacts when the SOBERLINK® device reaches 1,500 tests.	\$75 + s&h
Calibration Check Fee	Applied when a calibration check is requested by the User and the SOBERLINK® device tests within the accuracy tolerance. If the SOBERLINK® device tests outside of the accuracy tolerance, we will waive the calibration check fee and the SOBERLINK® device will be recalibrated at no charge.	\$75 + s&h
RMA Inspection Fee	If a SOBERLINK® device is returned to SOBERLINK under a return merchandise authorization ("RMA") and the RMA inspection deems "No Problem Found" the inspection fee will be charged to the User's account.	\$75 + s&h
Restocking Fee	If a SOBERLINK® device is returned to Soberlink within thirty (30) days of purchase, a Restocking Fee will be charged to the User's account.	\$75 + s&h
Device Replacement Fee	If a SOBERLINK device is not returned within 30 days after an advance exchange RMA order has been shipped, or the device is damaged beyond repair and not covered under warranty, then a Device Replacement Fee will be charged to the User's account.	Market Value of Advanced Device + s&h

#### Archiving Policy





## Level 2 Family Law Monitoring Program Agreement

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A SOBERLINK® device can be archived on the web portal by a User with applicable permissions, or by written request made to Soberlink. Archiving will suspend the daily monitoring fee and temporarily disable the device from submitting test results to the web portal. Any obligation for payment of Daily Monitoring Fee during this period shall be subject to any agreement between you and us. User and/or Concerned Parties shall continue to be responsible for all financial commitments related to the Service or SOBERLINK® device including, but not limited to, any and all early termination fees, contractual agreements and minimum use period.

### Zero Usage Policy

If a SOBERLINK® device has been archived and unused for ninety (90) days or longer, Soberlink shall have the authority to disconnect the cellular connection of the SOBERLINK® device without notice to User, any Concerned Party or any authorized Contact. If the device has been archived for one (1) year or less a Reactivation Fee of \$100 may be applied. After one (1) year a purchase of a replacement device may be required.

### Cancellation Policy

In order to cancel the Services of a SOBERLINK® device, a written request must be made by the party responsible for payment to SOBERLINK at support@soberlink.com or by mail to Soberlink Healthcare LLC, Attn: Accounts, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647. This request will terminate any cellular and data plan on the SOBERLINK® device, which will disconnect all device communication to the web portal. User and/or Concerned Parties shall continue to be responsible for all financial commitments related to the Service or SOBERLINK® device including, but not limited to, any and all early termination fees, contractual agreements and minimum use period. If the customer chooses to reactivate the SOBERLINK® device after cancelling Service, a Reactivation Fee may apply.

## WARRANTY

### One Year Limited Warranty

SOBERLINK's warranty obligations for the SOBERLINK® device (the "Limited Warranty") are expressly limited to the following: SOBERLINK warrants the SOBERLINK® device against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of purchase by the original end-user purchaser or the date the SOBERLINK® device was first put in use, whichever date is earlier (the "Warranty Period"). Except as provided herein, SOBERLINK provides the SOBERLINK® device "as is." If a defect arises and a valid claim is received by SOBERLINK within the Warranty Period, SOBERLINK will, at its option, either (1) repair the SOBERLINK® device, (2) exchange the SOBERLINK® device with a SOBERLINK® device that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original SOBERLINK® device, or (3) refund the purchase price of the SOBERLINK® device. When a refund is given, the SOBERLINK® device for which the refund is provided must be returned to SOBERLINK and becomes SOBERLINK's property. This Limited Warranty is limited to the original end-user purchaser and is not transferable to, or enforceable by, any subsequent owner. Any such transfer shall void the Limited Warranty provided hereunder. This Limited Warranty does not apply: (a) to consequences caused by accident, abuse, tampering, misuse, flood, fire, earthquake or other external causes; (b) to consequences caused by operating the SOBERLINK® device outside the permitted or intended use described by SOBERLINK; (c) to consequences caused by, or arising from, service, repair, modification or alteration performed by anyone who is not a representative of SOBERLINK or a SOBERLINK Authorized Service Provider; (d) to a SOBERLINK® device or part that has been modified to alter functionality or capability without the written permission of SOBERLINK; or (e) by the failure to report or to timely report testing results as a result of any telecommunication related problems, whether caused by third parties, the User, or SOBERLINK®. No SOBERLINK Service Provider, manufacturer, distributor, reseller, agent, representative, or employee is authorized to make any modification, extension, or addition to the Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

### Exclusions, Limitations, and Disclaimers

SOBERLINK makes no warranties, express or implied, as to the ability of the SOBERLINK® device to determine whether, or the extent to which, a User's mental or physical functioning, or judgment, may be impaired, including whether the User is intoxicated under any definition of that word. SOBERLINK expressly disclaims any liability for direct, indirect, incidental, special, or consequential damages of any nature under any legal theory. Any act or failure to act based on a reading from this device shall be at the User's own risk or upon those who rely upon such reading. SOBERLINK assumes no responsibility for consequences to, or of, Users who use this device and later are shown to have been under the influence of alcohol or have had their judgment or any mental or bodily function impaired by alcohol. Correlation between breath alcohol content and blood alcohol concentration depends on many variables, including environmental factors (such as air quality, wind, humidity, temperature, etc.) and health conditions of the User. A low BrAC reading does not mean that the User's physical or mental performance or judgment can respond to an emergency. The concentration of alcohol in the blood of a User cannot be exactly determined by using a breath alcohol-screening device. SOBERLINK does not warrant that the operation of the device will be error-free. SOBERLINK is not responsible for any consequences arising from the failure to follow instructions related to the device's use. Because of the variables involved in the dissipation of alcohol consumption, individual metabolism, and self-administration, the User and associated third parties agree: (1) not to hold SOBERLINK or its agent and representatives, the manufacturer, dealer, wholesaler, or distributor, responsible for the consequences of any decision, based on the use of this device to operate a vehicle, boat, or aircraft or other equipment; and (2) to hold SOBERLINK or its agent and representatives harmless from the claims of others arising out of any such decision.

TO THE EXTENT PERMITTED BY THE LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, SOBERLINK SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SOBERLINK CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY SOBERLINK IN ITS SOLE DISCRETION.

EXCEPT AS PROVIDED IN THIS WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOBERLINK IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OR USE; LOSS OF REVENUE OR INCOME LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS FROM A CONTRACT), LOSS OF THE USE OF MONEY LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; OR LOSS OF REPUTATION. Some countries, states, and provinces do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty or condition may last, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by country, state, or province. This Limited Warranty is governed by and construed under the laws of the country in which the product purchase took place.

### Obtaining Warranty Service

If you feel that your device requires warranty service, please follow these instructions: Obtain a Return Merchandise Authorization ("RMA") number by calling 714-975-7200 or by emailing support@soberlink.com. When shipping the device back to the designated SOBERLINK address, please package the SOBERLINK® device carefully and ship using a major carrier (UPS, FedEx, USPS, etc.). To ensure proper credit for a returned item, be sure to obtain a delivery confirmation on the return shipment. If we do not receive the Soberlink® device and you do not have proof of delivery to us, you and/or the Concerned Party (if any) may be assessed a replacement cost. Please include the following information with your returned device:

- Your RMA number (issued by SOBERLINK)
- Name, address, and phone number as stated at the time of order
- A copy of your original sales receipt (if applicable)

## DISPUTE RESOLUTION AND ARBITRATION

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THESE T&C's, OUR PRIVACY POLICY, THE SERVICES, SOBERLINK® DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR OR IN SMALL CLAIMS COURT RATHER THAN IN A COURT OF GENERAL JURISDICTION. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury and is subject to limited review by courts. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted. The types of disputes and claims you and we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation (except as expressly provided herein as it relates to small claims proceeding and opt-out rights), to:

- claims arising out of, or relating to, any aspect of the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory
- claims related to these T&Cs, the SOBERLINK® devices, or the provision of the Services or any advertising, marketing or representation related thereto
- claims that arose before these T&C's or any prior terms and conditions (including, but not limited to, claims relating to advertising)
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class
- claims related to an alleged violation of your privacy, disclosure of personal information or alleged violation of any law or act related to any other agreement or contract entered into between you and us
- claims that may arise after the termination, modification, revision, amendment or updating of the T&Cs.

The American Arbitration Association ("AAA") will arbitrate all disputes. This arbitration provision includes any claims against us relating to Services or SOBERLINK® devices provided or billed to you or used by you that may have been provided by third parties (such as our suppliers, distributors, dealers, Service Providers or third-party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the provision of Service to you affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the application of any choice of law). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

### Claim Procedure

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to us at Soberlink Healthcare LLC, Attn: Dispute Resolution, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647. We each agree to negotiate in good faith. If the arbitration provision applies or you choose arbitration to resolve your dispute, then either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim or send a form Notice of Dispute ("Notice") to Soberlink Healthcare LLC, Attn: Dispute Resolution, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647 (the "Notice Address") to begin arbitration. You may download or copy a form Notice from <http://www.soberlink.com/wp-content/uploads/2015/09/SLHC-Notice-of-Dispute.pdf>. The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. In order to initiate arbitration against you, Soberlink must send written Notice to you at the address you provide to us or an authorized SOBERLINK Service Provider.

If SOBERLINK and you do not reach an agreement to resolve a claim or dispute within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding. You may download or copy a form to initiate arbitration from the AAA website at [https://www.adr.org/sites/default/files/Consumer\\_Demand\\_for\\_Arbitration\\_Form\\_1.pdf](https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf). After we receive the completed form at the Notice Address that you have commenced arbitration, it will promptly reimburse you for our payment of the filing fee, unless your claim is for more than \$75,000. (Currently, the filing fee for consumer-initiated arbitration is \$200, but this is subject to change by AAA. If you establish that you are unable to pay this fee, we will pay it directly after receiving the completed form at the Notice Address.) For claims less than \$75,000, the AAA's Consumer Arbitration Rules in effect at the time the claim is made will apply as modified by the T&Cs. The Rules are available online as [www.adr.org](http://www.adr.org) or by calling AAA at 1-800-778-7879.



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For claims over \$75,000, the AAA's Commercial Arbitration Rules will apply as modified by these T&Cs. The Rules are available online as [www.adr.org](http://www.adr.org) or by calling AAA at 1-800-778-7879. For claims that total more than \$75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. If the amount in dispute exceeds \$75,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the Federal Arbitration Act.

Any amendment, modification, revision or update of these DISPUTE RESOLUTION AND ARBITRATION procedures shall only affect claims, causes of action, rights and remedies that arise after the such amendment, modification, revision or update, unless otherwise agreed by you and us. Any claim, cause of action, right or remedy that arose prior to such amendment, modification, revision or update shall be governed by the terms of the T&C's then in effect.

## CLASS ACTION WAIVER

YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual's claim. You and we agree that each may bring claims against the other only in your individual capacities and not as plaintiff or class members in any purported class or representative action or in the capacity as a private attorney general law. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any form of a representative or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other consumers. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements below. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this class action waiver provision will not apply to you.

Any amendment, modification, revision or update of the CLASS ACTION WAIVER shall only affect claims, causes of action, rights and remedies that arise after the such amendment, modification, revision or update, unless otherwise agreed by you and us. Any claim, cause of action, right or remedy that arose prior to such amendment, modification, revision or update shall be governed by the terms of the T&C's then in effect.

## OPT OUT

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU PURCHASED A SOBERLINK® DEVICE; (2) THE DATE YOU ACTIVATED SERVICE; OR (3) THE DATE ON WHICH YOU AGREED TO THE T&Cs (THE "OPT OUT DEADLINE"). YOU MUST OPT OUT BY THE OPT OUT DEADLINE FOR EACH SOBERLINK® DEVICE OR LINE OF SERVICE. YOU MAY OPT OUT OF THESE ARBITRATION PROCEDURES BY COMPLETING THE ON-LINE OPT-OUT FORM LOCATED AT <http://www.soberlink.com/wp-content/uploads/2015/09/SLHC-Arbitration-Opt-Out.pdf> and submitting the written request by facsimile to Soberlink Healthcare LLC @ 310-388-5605 Attn: Dispute Resolution, by mail to Soberlink Healthcare LLC, Attn: Dispute Resolution, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647. Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or in small claims court.

Any amendment, modification, revision or update of the OPT OUT provisions shall only affect claims, causes of action, rights and remedies that arise after the such amendment, modification, revision or update, unless otherwise agreed by you and us. Any claim, cause of action, right or remedy that arose prior to such amendment, modification, revision or update shall be governed by the terms of the T&C's then in effect.

## JURY TRIAL WAIVER

If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

Any amendment, modification, revision or update of the JURY TRIAL WAIVER provisions shall only affect claims, causes of action, rights and remedies that arise after the such amendment, modification, revision or update, unless otherwise agreed by you and us. Any claim, cause of action, right or remedy that arose prior to such amendment, modification, revision or update shall be governed by the terms of the T&C's then in effect.

## NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

SOBERLINK is dedicated to respecting the privacy rights of our Users. This Privacy Policy ("Policy") describes the ways we collect, store, use, and manage the information you provide in connection with our Services where this Policy is displayed. Please note that the scope of this Policy is limited to information collected by SOBERLINK through your use of the Service. This Policy does not apply to websites, applications, or services that display or link to different privacy statements. This Notice describes the legal obligations of SOBERLINK and your legal rights regarding any protected health information concerning you held by SOBERLINK under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Among other things, this Notice describes how your protected health information may be used or disclosed to carry out treatment, payment, healthcare operations, or for any other purposes that are permitted or required by law. We provide this Notice of Privacy Practices ("Notice") to comply with any requirements pursuant to HIPAA. HIPAA protects certain medical information known as "protected health information." Generally, protected health information is information that may identify you, that is collected from you, or created or received by a healthcare provider (or other "covered entity" under HIPAA), that relates to:

- your past, present, or future physical or mental health or condition;
- the provision of healthcare services to you; or
- the past, present, or future payment for the provision of healthcare services to you. If you have any questions about this Notice or about our privacy practices, please send an email to [support@soberlink.com](mailto:support@soberlink.com) or call us at 714-975-7200.

## SOBERLINK RESPONSIBILITIES

To the extent required by law, SOBERLINK shall:

- maintain the privacy of your protected health information;
- provide you with certain rights with respect to your protected health information;
- provide you with a copy of this Notice of SOBERLINK's legal duties and privacy practices with respect to your protected health information; and
- follow the terms of the Notice that is currently in effect.

We reserve the right to change the terms of this Notice and to make new provisions regarding your protected health information that we maintain, as allowed or required by law. If we make any material change to this Notice, we will provide you with a copy of our revised Notice of Privacy Practices by first-class mail to your last-known address on file.

## WRITTEN AUTHORIZATION POLICY

We will generally obtain your written authorization before using your protected health information or disclosing it to outside persons or organizations. You may revoke any written authorization you have provided to us at any time, except to the extent that we have made any use(s) or disclosure(s) of your protected health information in reliance on the authorization. To revoke an authorization, please send your request in writing with a copy of the authorization being revoked (or, if not available, a detailed description of the authorization including the date) to Soberlink Healthcare LLC, Attn: Legal Department, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647.

## HOW SOBERLINK MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION WITHOUT YOUR WRITTEN AUTHORIZATION

Under the law, we may use or disclose your protected health information under certain circumstances without your permission. The following categories describe the different ways that we may use and disclose your protected health information. For each category of uses or disclosures we will provide examples. Not every use or disclosure in a category will be listed; the examples are given only for purposes of illustration.

### Judicial and Administrative Proceedings, Lawsuits, and Disputes

We may disclose your protected health information in the course of any judicial or administrative proceeding; if you are involved in a lawsuit or a dispute, we may disclose your protected health information in response to a court or administrative order. We may also disclose your protected health information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

### Law Enforcement

We may disclose your protected health information if asked to do so by a law enforcement official in response to a court order, subpoena, warrant, summons or similar process:

- to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the victim's agreement;
- about a death that we believe may be the result of criminal conduct;
- about criminal conduct; and
- in emergency circumstances to report a crime; the location of the crime or victims; or the identity, description, or location of the person who committed the crime.

### Coroners, Medical Examiners, and Funeral Directors

We may release protected health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients to funeral directors as necessary to carry out their duties.



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## National Security and Intelligence Activities

We may release your protected health information to authorized federal officials for intelligence, counter-intelligence, and other national security activities authorized by law.

## Inmates

If you are an inmate of a correctional institution or are in the custody of a law enforcement official, we may disclose your protected health information to the correctional institution or law enforcement official if necessary (1) for the institution to provide you with healthcare; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

## For Treatment

We may use or disclose your protected health information to help deliver, coordinate, manage, and facilitate your healthcare and related services. For example, we may consult with or disclose medical information about you to providers such as your physician or other doctors, nurses, technicians, or other personnel who are involved in taking care of you.

## For Payment

We may use or disclose your protected health information to obtain payment for the healthcare products we provide to you. For example, prior to providing you with such products, we may contact your insurance carrier, your HMO or your employer's health plan regarding your treatment, including your diagnosis and product needs, to ensure that such products will be covered. We may also disclose information to your insurance carrier or other payer that is necessary to submit claims for payment, or to resolve any questions such carrier or payer may have regarding quality assurance or utilization review.

## For Healthcare Operations

We may use and disclose your protected health information in order to support our business activities, such as quality assessment and improvement activities, business planning, management and general administrative activities. For example, we may use your protected health information to determine how to improve our products, resolve complaints, and assess staff performance.

## To Business Associates

We may contract with individuals or entities known as Business Associates to perform various functions on our behalf or to provide certain types of services. In order to perform these functions or to provide these services, Business Associates will receive, create, maintain, use and/or disclose your protected health information, but only after they agree in writing with us to implement appropriate safeguards regarding your protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims or to provide support services, but only after the Business Associate enters into a Business Associate Agreement with us.

## As Required by Law

We will disclose your protected health information when required to do so by federal, state, or local law. For example, we may disclose your protected health information when required by national security laws or public health disclosure laws.

## To Avert a Serious Threat to Health or Safety

We may use and disclose your protected health information when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

## Organ and Tissue Donation and Procurement

We may release your protected health information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

## Military and Veterans

If you are a member of the armed forces, we may release your protected health information as required by military command authorities. We may also release protected health information about foreign military personnel to the appropriate foreign military authority.

## Workers' Compensation

We may release your protected health information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

## Public Health Risks

As required by law, we may disclose your protected health information to public health or legal authorities under the following circumstances:

- to prevent or control disease, injury, or disability;
- to report births and deaths;
- to report child abuse or neglect;
- to track FDA-regulated products;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.

## Victims of Abuse

We may disclose your protected health information to notify the appropriate government authority if we believe that an individual has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree, or when required or authorized by law.

## Health Oversight Activities

We may disclose your protected health information to a health oversight agency for activities authorized by law. These oversight activities include audits; civil, administrative, or criminal investigations, proceedings or actions; inspections; licensure or disciplinary actions; and other activities necessary for the appropriate oversight of the healthcare system, government programs, and compliance with civil rights laws.

## Research

We may disclose your protected health information to researchers when:

- the individual identifiers have been removed; or
- when an institutional review board or privacy board has (a) reviewed the research proposal; and (b) established protocols to ensure the privacy of the requested information and approves the research.

## Personal Representatives

We will disclose your protected health information to individuals authorized by you, or to an individual designated as your personal representative, attorney-in-fact, etc., so long as you provide us with a written notice/authorization and any supporting documents (i.e., power of attorney). NOTE: We do not have to disclose information to a personal representative if we have a reasonable belief that:

- you have been, or may be, subjected to domestic violence, abuse, or neglect by such person;
- treating such person as your personal representative could endanger you; or
- in the exercise of professional judgment, it is not in your best interest to treat the person as your personal representative.

## Reminders

We may contact you to provide reminders or information about appointments, product refills, treatment alternatives, or other health-related benefits and services that may be of interest to you.

## REQUIRED DISCLOSURES

The following is a description of disclosures of your protected health information we are required to make.

### Government Audits

We are required to disclose your protected health information to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.

### Disclosures to You

When you request, we are required to disclose to you the portion of your protected health information that contains medical records, billing records, and any other records used to make decisions regarding your healthcare benefits. We are also required, when requested, to provide you with an accounting of most disclosures of your protected health information if the disclosure was for reasons other than for payment, treatment, or healthcare operations, and if the protected health information was not disclosed pursuant to your individual authorization.

## OUR RIGHTS

You have the following rights with respect to your protected health information:

### Right to Inspect and Copy



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You have the right to inspect and copy certain protected health information that may be used to make decisions about your healthcare benefits. To inspect and copy your protected health information, you must submit your request in writing and fax to 310-388-5605 or by sending an email to support@soberlink.com. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing, or other supplies associated with your request. We may deny your request to inspect and copy in certain, very limited circumstances. If you are denied access to your medical information, you may request a written copy of the denial be reviewed by submitting a written request, by facsimile to Soberlink Healthcare LLC @ 310-388-5605 Attn: Privacy Officer, by mail to Soberlink Healthcare LLC, Attn: Privacy Officer, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647.

### Right to Amend

If you feel that the protected health information, we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for us. To request an amendment, your request must be made in writing and sent by facsimile to Soberlink Healthcare LLC @ 310-388-5605 Attn: Privacy Officer, by mail to Soberlink Healthcare LLC, Attn: Privacy Officer, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647 or by email to support@soberlink.com. In addition, you must provide a reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by or for us;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information that you would be permitted to inspect and copy; or
- is already accurate and complete.

If we deny your request, you have the right to file a statement of disagreement with us and any future disclosures of the disputed information will include your statement.

### Right to an Accounting of Disclosures

You have the right to request an "accounting" of certain disclosures of your protected health information. The accounting will not include (1) disclosures for purposes of treatment, payment, or healthcare operations; (2) disclosures made to you; (3) disclosures made pursuant to your authorization; (4) disclosures made to friends or family in your presence or because of an emergency; (5) disclosures for national security purposes; and (6) disclosures incidental to otherwise permissible disclosures. To request this list or accounting of disclosures, you must submit your request in writing and fax to 310-388-5605 Attn: Privacy Officer or by sending an email to support@soberlink.com. Your request must state a time period of not longer than six years. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be provided free of charge. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

### Right to Request Restrictions

You have the right to request a restriction or limitation on your protected health information that we use or disclose for treatment, payment, or healthcare operations. You also have the right to request a limit on your protected health information that we disclose to someone who is involved in your care or the payment for your care, such as a family member or friend. For example, you could ask that we not use or disclose information about a surgery that you had. We are not required to agree to your request. However, if we do agree to the request, we will honor the restriction until you revoke it, or we notify you. To request restrictions, you must make your request in writing and sent by facsimile to Soberlink Healthcare LLC @ 310-388-5605 Attn: Privacy Officer, by mail to Soberlink Healthcare LLC, Attn: Privacy Officer, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647 or by email to support@soberlink.com. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply — for example, disclosures to your spouse.

### Right to Request Confidential Communications

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing and fax to 310-388-5605 Attn: Privacy Officer, or by sending an email to support@soberlink.com. We will not ask you the reason for your request. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests if you clearly provide information that the disclosure of all or part of your protected information could endanger you.

### Right to a Paper Copy of This Notice

You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our website, www.soberlink.com. To obtain a paper copy of this notice, please submit a written request by facsimile to Soberlink Healthcare LLC @ 310-388-5605 Attn: Privacy Officer, by mail to Soberlink Healthcare LLC, Attn: Privacy Officer, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647 or by email to support@soberlink.com.

Complaints. If you believe that your privacy rights have been violated, you may file a complaint with the Office for Civil Rights of the United States Department of Health and Human Services. To file a complaint with SOBERLINK, please submit such in writing and send by facsimile to Soberlink Healthcare LLC @ 310-388-5605 Attn: Privacy Officer, by mail to Soberlink Healthcare LLC, Attn: Privacy Officer, 16787 Beach Boulevard, #211, Huntington Beach, CA 92647. All complaints must be submitted in writing. You will not be penalized, or in any other way retaliated against, for filing a complaint with the Office of Civil Rights, or with us.

Information Collected. When you use our Services, we may collect and record information about you. We may collect information about you when you use our Service through a third party social networking platform or another third party source. We may collect information about you such as your name, e-mail address, postal address, phone number, and demographics such as your age or birthdate, gender or interests. We may also collect credit card numbers and other payment information if you make purchases through our Services. We may obtain information from other sources, including third party social networking platforms you use with our Services, and combine that with information we collect through our Services.

Additional information related to Soberlink's privacy policies is available at <http://www.soberlink.com/privacy-policy>

### SOBERLINK SMS – 30574

You may subscribe to SOBERLINK SMS service.

1. When you opt-in to the service, we will send you an SMS message to confirm your sign up.
2. You can cancel the SMS service at any time by texting "STOP" to 30574. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us.
3. If you want to rejoin, text "SUBSCRIBE" to 30574 to resume receiving SMS messages.
4. If at any time you forget what keywords are supported, just text "HELP" to 30574. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
5. We are able to deliver messages to the following mobile phone carriers:
6. Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile.
7. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeya (Chat Mobility), Hawkeya (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmerty (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viera Wireless, and West Central (WCC or 5 Star Wireless).
8. As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency depends on the user's interaction. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to support@soberlink.com.
9. If you have any questions regarding privacy, please read our privacy policy.