

1. Authorization for Healthcare Technology Services and Financial Agreement

Swedish Express Care at Home, through www.athome.Swedish.org and all associated sites, web applications and mobile applications, (“Swedish Home Visit”) are provided by Swedish Healthcare, and connects patients with healthcare providers (individually referred to as a “Swedish Healthcare Provider,” and collectively as “Swedish Healthcare Providers”) to carry out a range of patient services including patient scheduling, patient geo-location, as well as directing on-call health care visits. The current services may be expanded to include a platform to allow Swedish Healthcare Providers to provide care via telemedicine, which shall be subject to the terms herein. The clinical services that Providence Health & Services d/b/a Medicast supports are provided by Swedish Healthcare. By clicking the “AGREE” checkbox, you authorize Swedish Home Visit to provide medical treatment to you or to the individual you identified upon registration at the Swedish Home Visit site, supported by Providence Health & Services d/b/a Medicast and you indicate that you understand the following regarding the services:

- You understand that through registration with the Swedish Home Visit site, your location will automatically be transmitted to a nearby, on-call Swedish Healthcare Provider, allowing you to choose whether such Swedish Healthcare Provider will be dispatched to your location. (the “Online Geo-Location Platform” or the “Platform”)
- You understand, acknowledge and agree that the nature of medical treatment you will receive in conjunction with the Online Geo-Location Platform will be limited to a telephonic consultation, and as appropriate, an in-person meeting between you and Swedish Healthcare Provider a licensed physician at a location of your choosing.
- You understand, acknowledge and agree that the nature of medical treatment you will receive via the Online Care Platform (as defined below), if implemented, will be limited to a primary care office visit evaluation and treatment. You understand, acknowledge and agree that the Online Care Platform is an appropriate platform for this type of medical treatment.
- The Swedish Healthcare Provider may be: (a) a physician, a nurse practitioner, or other qualified practitioners; and (b) independent contractors and/or employees of Swedish.
- The Swedish Healthcare Provider you see is licensed in your state, and has the necessary skill, training and education to provide medical care that is allowed by their respective licenses.
- As with any medical procedure, there are potential risks associated with the use of the Platform (defined below). The possible risks include: (i) in rare cases, information transmitted may not be sufficient (e.g. poor resolution of images, inaccurate identification of patient location) to allow for appropriate medical decision making by the practitioner; (ii) delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment; (iii) in rare circumstances, without full disclosure from you, the lack of access to your complete medical record may impact analysis of your medical condition; and (iv) in very rare instances, security protocols

could fail, causing a breach of privacy of personal medical information or medical history.

By clicking the “AGREE” checkbox, you also indicate that you accept financial responsibility for the treatment provided. Payment is due at the time of service and our model is a self-pay service direct to the customer. Insurance and health coverage are not accepted, and the services may not be covered under any health benefit plan or insurance coverage plan. No deductible, co-pay or co-insurance or similar coverage expenses or benefits apply. You are solely responsible for all charges incurred by using our services, including your in-person visits from a Swedish Healthcare Provider. If you need financial assistance or wish to establish a payment plan you can contact a Swedish Healthcare financial representative. Should your account be assigned to an attorney or collection agency, you will be obligated to pay associated costs.

If you are referred for additional services, the health care provider treating you may be an independent contractor not employed by Swedish Healthcare. You understand that Swedish Healthcare may make inquiries regarding insurance coverage and your financial responsibility from third party payers or financial references. In addition, you approve these payers and/or references to release information to Swedish Healthcare.

Government Program Beneficiaries: You understand that due to federal and state regulation, the services offered through the Platform are not available to Medicare, Medicaid and Tricare beneficiaries. If you are a beneficiary of a government health care plan, you will not utilize the Platform.

All other Payers: You acknowledge and agree that the health care services offered through the Platform may not be covered by your health plan. By utilizing the Platform, you are agreeing to allow Swedish to file a claim with your insurance company, or you agree to provide direct payment to Swedish Healthcare for the services received in conjunction with the use of the Platform.

2. Notice of Privacy Practices

Please note that personal information collected through the Platform and Swedish Healthcare Provider is subject to separate notices of privacy practices.

You can find links to the Notices of Privacy Practices applicable to the services provided by Swedish Healthcare through the Platform [here](#).

3. Swedish Home Visit Website Terms of Use

Welcome to the Swedish Home Visit Platform, a proprietary software platform that (1) automatically transmits your location to a nearby, on-call physician, allowing you to choose whether the physician will be dispatched to your location to provide services (the “Online Geo-Location Platform”), and (2) if home care services are available, will allow you to have live visits with Swedish Healthcare Providers at home or through video, secure text chat, phone and mobile devices (the “Online Care Platform” and collectively with the Online Geo-Location

Platform, the “Platform”). The Platform will be operated by Providence Health & Services d/b/a Medicast, with all health care services provided by Swedish Healthcare and its affiliates (“Swedish,” “we,” or “us”). To use the Platform you must agree to be bound by all of the terms of this Terms of Use. By clicking the “AGREE” checkbox, you are indicating that you agree to be bound by all of the terms in this Terms of Use. Please print and keep a copy of this Terms of Use. Swedish may, from time to time, change this Terms of Use. When the terms are changed, Swedish will notify you in accordance with the below “Electronic Contracting and Notices” section. The most current version of this Terms of Use can be accessed at any time by selecting the Terms of Use link on the bottom of any page in the Platform.

A. IMPORTANT INFORMATION ABOUT YOUR USE OF THE SERVICES

Due to Medicare and Medicaid billing rules, Swedish cannot provide services through the Platform to persons with Medicare or Medicaid fee for service coverage. By indicating your acceptance to these Terms of Use, you represent that you are not currently a Medicare or Medicaid fee for service beneficiary, and that you will not request health care services through the Platform if you become a Medicare or Medicaid fee for service beneficiary at a future date. If you misrepresent your status with Medicare or Medicaid, Swedish reserves the right to refuse health care services to you at any time.

DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS. If you experience a medical emergency, call 911 immediately or go to the nearest emergency room (ER) immediately. Your interactions through the Platform and Swedish Healthcare Providers are not intended to take the place of appointments with your regular physician. Please follow-up with your own doctor as necessary and before seeking any new treatment. Do not disregard, avoid obtaining or delay obtaining medical advice from your regular doctor because of information provided through the Platform or Swedish Healthcare Providers.

The Online Geo-Location Platform includes maps, geocoding and other content from Google, Inc., and by using the Online Geo Location Platform you agree to be bound by Google’s terms of use.

B. ACCOUNT REGISTRATION AND SECURITY

You understand that you need to create an account to have access to all of the parts of the Platform. You need not register to simply visit and view the site, but access to the services provided through the Platform requires registration. In consideration of your use of the Platform, you will: (a) provide true, accurate, current and complete information about yourself as prompted by the Platform’s registration page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Any personal information you provide us through the Platform will be stored in a secure manner. We have implemented a variety of commercially standard encryption and security technologies and procedures to protect your personal information, stored in our computer systems from unauthorized access. We also maintain standard physical and electronic procedural safeguards

that limit access to your personal information to our employees (or people working on our behalf and under confidentiality agreements) who, through the course of standard business activities, need to access your personal information.

Access to the Platform is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Platform using your username and password. Please notify us if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Platform using your username and password. We reserve the right to revoke or deactivate your username and password at any time.

C. MINORS

You acknowledge that the Platform is not intended to directly be used by children under the age of 18. You represent and warrant that you are at least 18 years of age. If we discover that a child under the age of 18 has directly provided us with personal information, such information will be deleted from the Platform.

D. ACCEPTABLE USE

You agree not to access or use the Platform in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes Swedish's policies. You shall not post or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Platform or Swedish through use of methods such as viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Platform in any manner that could damage, disable or impair our services or networks. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Platform for any purpose.

E. OPERATION AND RECORD RETENTION

Swedish reserves complete and sole discretion with respect to the operation of the Platform. Swedish may, among other things withdraw, suspend or discontinue any functionality or feature of the Platform. Swedish is responsible for maintaining data arising from use of the Platform. Swedish reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform pursuant to its internal record retention and/or destruction policies.

F. CHARGES AND REFUNDS

Charges will be assessed on a pay-per-use basis. Health care services will be delivered and paid for on a single or recurring basis. Usage of the services require a valid credit card and billing will be automatically carried out by Providence Health & Services d/b/a Medicast, on behalf of Swedish Healthcare, per visit and according to the standard pricing guides. Charges will appear to be from “Medicast, Inc.”.

Fixed fees will be charged depending on the services provided, starting with a standard fee for having a doctor visit you and for basic examinations and prescriptions. Depending on the day and time, certain additional after hours, off hours, or weekend fees may also apply. The list of standard fees is available [here](#)¹. Swedish Healthcare Providers will disclose all of the fees prior to rendering medical services.

Once you have received medical services from a Swedish Healthcare Provider, you will not be able to terminate your request, and all fees are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, disruption caused to the services (either planned, intentional, accidental, or for any reason whatsoever).

In the event that an excess charge is made, please contact support@Swedishhomevisit.com and the refund will be processed within 14 business days after confirming the excess charge with Swedish Healthcare.

You are not liable for any charge if the Swedish Healthcare Provider declines your visit for any reason.

G. LINKS

Areas of the Platform may contain links to other web sites. Please note that when you click on any of these links, you are entering another web site for which we have no responsibility or control. We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items.

The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. Swedish does not recommend, endorse or promote any procedure or intervention that may be discussed on this site, and which may be prohibited by Swedish Healthcare’s [Code of Conduct](#).

H. INTELLECTUAL PROPERTY

¹ Insert a hyperlink to standard fees.

All of the content available on or through the Platform is the property of Swedish or our licensors, suppliers or healthcare providers and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you (a) a personal, limited, revocable, non-transferable and non-exclusive right and license to use the content available on the Platform solely insofar as it may facilitate your access and use of the Platform, and (b) permission to display, download, store and print the content contained on the Platform only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Platform. Any copy made of information obtained through the Platform must include the copyright notice. Any software and accompanying documentation that we may make available for download from the Platform is the copyrighted work of Swedish or its licensors.

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I. DISCLAIMERS

ACCESS TO THE PLATFORM AND THE INFORMATION CONTAINED ON THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SWEDISH DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE PLATFORM, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS.

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YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO SWEDISH AND THE PLATFORM OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE PLATFORM CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. SWEDISH CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET.

THE ABOVE DISCLAIMER IS MADE SOLELY WITH RESPECT TO THE PLATFORM AND THE CONTENT MADE AVAILABLE ON THE PLATFORM. THE ABOVE DISCLAIMER DOES NOT PURPORT TO DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR MEDICAL ADVICE DISPENSED BY ANY PARTICULAR HEALTH CARE PROVIDER TO YOU.

J. LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE PLATFORM OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE PLATFORM. UNDER NO CIRCUMSTANCES SHALL SWEDISH, OR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS OR PROVIDERS BE LIABLE IN ANY WAY FOR YOUR USE OF THE PLATFORM OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

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YOU HEREBY RELEASE AND HOLD SWEDISH AND ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, OR AGENTS, AND ITS LICENSORS, ITS SUPPLIERS AND PROVIDERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE PLATFORM. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

K. GEOGRAPHIC RESTRICTIONS

The Platform is designed for and intended for users in the United States. You certify that you are a resident of the United States, and you agree to interact with a Swedish Healthcare Provider or non-physician practitioner through the Platform only while you are present in the United States. You acknowledge that your ability to access services through the Platform is conditional upon the truthfulness of the certifications you make at the time of accessing a Swedish Healthcare Provider, and that the such Swedish Healthcare Provider is relying upon this certification in order to interact with you.

The Online Geo-Location Platform is only available if you are located within the service area available at www.athome.Swedish.org.

Swedish makes no representation that the information and services provided on the Platform are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Platform from territories where the content is illegal is prohibited. If you choose to access the site from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

L. TERMINATION

Swedish may suspend or terminate your access to the Platform at any time, for any reason or for no reason at all. Swedish has the right (but not the obligation) to refuse to provide access to the Platform to any person, agency or organization, or to prohibit any person, agency or organization from using the Platform, at any time, for any reason or for no reason at all, in our sole discretion.

M. INDEMNIFICATION

Without limiting the generality or effect of other provisions of this Terms of Use, as a condition of use, you agree to indemnify, hold harmless, and defend Swedish and its licensors and their parents, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your use of the Platform; (ii) your failure to comply with any applicable laws and regulations; and (iii) your breach of any of your obligations set forth in this Terms of Use. You shall not settle any such claim without the written consent of the applicable Indemnified Party.

N. ELECTRONIC CONTRACTING AND NOTICES

You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the services (collectively, "Notices"). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Platform or otherwise through the site. The delivery of any Notice from us is effective when sent or posted by us, regardless of whether

you read the Notice when you receive it or when posted or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the Platform. You understand that Swedish Healthcare Providers will contact you via telephone prior to being dispatched to your location to ensure that they are equipped to handle your medical case.

O. MISCELLANEOUS

This Terms of Use shall be governed by the laws of the State of Washington without regard to the rules on conflicts or choice of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Terms of Use. You hereby consent to the exclusive jurisdiction of the courts of the State of Washington for the resolution of any dispute based upon or relating to this Terms of Use. This Terms of Use constitutes the sole agreement between you and Swedish relating to your use and our provision of the Platform and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Terms of Use shall bind either you or Swedish. Any of the terms of this Terms of Use which are determined to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable any of the remaining terms of this Terms of Use or affecting the validity or enforceability of the Terms of Use as a whole. Failure to insist on performance of any of the terms of the Terms of Use will not operate as a waiver of any subsequent default. No waiver by Swedish of any right under this Terms of Use will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. Swedish may, at any time, in its sole discretion, and without notice to you, assign some or all of its rights and obligations under this Terms of Use. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part and any attempted assignment in contravention of this provision shall be void. This Terms of Use shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Terms of Use may not be modified, supplemented, qualified, or interpreted, except in a writing signed by the parties hereto.

A printed version of this Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

P. COPYRIGHTS AND TRADEMARKS

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Q. CONTACT US

If you have any questions about these Terms or otherwise need to contact Swedish Healthcare for any reason, you can reach us at Support Team at support@Swedishhomevisit.com or at 844-419-9000.