

INFORMED CONSENT FOR TELEHEALTH SERVICES

("Informed Consent")

Last Revised: November 1, 2019

Telehealth is the use of electronic information and communication technologies by a healthcare provider to deliver services to a patient who is located at a different site than the provider. Such technologies may include a variety of equipment, electronic applications, systems, and services using two-way video, smartphones and tablets, remote patient monitoring devices, wireless tools, and/or other forms of telecommunications technologies (collectively, a "System") and supplied by Life365, Inc. ("Life365"). Telehealth services provided by Cricket Health, Inc. itself or through one of its affiliated professional corporations, subsidiaries, and/or other entities (individually and/or collectively, "Cricket Health") may also include care management, measuring vital signs, patient follow-up and appointment scheduling, health information sharing, and patient education.

Life365's System is used to provide telehealth services and incorporates network and software security protocols to protect the confidentiality of patient identification and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

The telehealth services are in addition to, and not a replacement for, your primary care physician. Responsibility for your overall medical care remains with your primary care physician. **IN ADDITION, TELEHEALTH SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE AND ARE NOT AVAILABLE CONTINUOUSLY (24/7) AND LIFE365'S SYSTEM IS NOT MONITORED IN REAL-TIME. IF YOU HAVE AN EMERGENCY OR AN IMMEDIATE MEDICAL NEED, CALL 911.**

POTENTIAL BENEFITS OF TELEHEALTH SERVICES

- Improved access to care by enabling you to remain in your home while the healthcare provider consults and obtains results at distant sites.
- More efficient care evaluation and management.

POTENTIAL RISKS OF TELEHEALTH SERVICES

- Delays in evaluation could occur due to deficiencies or failures of Life365's System.
- In very rare events, security protocols could fail, causing a breach of privacy of personal medical information.
- In rare events, the healthcare provider may determine that the transmitted information is of inadequate quality, thus necessitating a face-to-face meeting with the patient, repeating vital sign measurements, and/or a rescheduling a video encounter.
- In rare events, a lack of access to complete medical records may result in judgment errors.

By signing this Informed Consent, I acknowledge and agree to all of the following:

1. I am voluntarily agreeing to use Life365's System. The information collected by Life365's System will be used by Cricket Health as part of my participation in my health insurer's or provider's kidney care program (the "Program"). I understand that Cricket Health and Life365 are not insurers and are not offering insurance coverage and that I can withdraw my consent to telehealth services at any time, for any reason or for no reason, without affecting my right to future care or treatment. **I may expect the anticipated benefits from the use of telehealth services, but no results are guaranteed or assured by Cricket Health and Life365 or the use of Life365's System.**

2. The privacy and security of my health information is covered by federal and state law and is subject to any "Release of Information Form" or "HIPAA Authorization Form" I executed as part of my participation in the Program (if any) and to Cricket Health's [Privacy Policy](#), all of which are incorporated by reference herein. Telehealth services may involve electronic use and disclosure of my personal health information to other medical practitioners including, but not limited to, my primary care physician or nephrologist. Cricket Health and Life365's System implement safeguards to protect against unauthorized use or disclosure of patient information.

3. By using Life365's System, I authorize Cricket Health, Life365, and other third parties that assist in providing the equipment, software, or technical support of Life365's System, to use the information that Life365's System collects about me, including, but not limited to, my health and location information, to improve and support the provision of telehealth services.

4. If I am experiencing an emergency or have an immediate medical need, I will call 911. For as long as I use Life365's System, I will be monitored by Cricket Health each business day (Monday – Friday excluding holidays) from 9 am to 5 pm pacific time. I may use Life365's System after these normal hours but my vital signs will **not** be reviewed by Cricket Health until the next business day. Cricket Health may need to contact me during normal business hours and ask me to retest if the vital signs reported by Life365's System were of inadequate quality.

5. I have no questions regarding the use of Life365's System, but if I have any questions in the future, I will contact Cricket Health Patient Support for assistance at support@crickethealth.com or 1-888-780-0253. I will access Life365's System only using the methods and equipment provided to me by Cricket Health, will treat my usernames and passwords as private and confidential information, and will not allow anyone to use Life365's System or my usernames and passwords.

6. Cricket Health is providing me with Life365's System. I am the only person authorized to use Life365's System and I will keep it safe and secure in my home. I will only use Life365's System in accordance with the instructions provided to me via Life365's System and/or by Cricket Health. Upon occurrence of one or more of the following: (a) the withdrawal of my consent to receive telehealth services, (b) the termination of my participation in the care management program, and/or (c) I stop using Life365's

System, I will return Life365's System to Cricket Health, as directed by Cricket Health and at its sole cost, within ten (10) days. I understand that I am responsible for Life365's System while it is in my possession.

7. I am responsible for any hardware, telecommunications, and computing environments that are not included with Life365's System and are necessary for accessing Life365's System and agree that I am responsible for all such expenses and fees related to such equipment and the associated connection and line charges, including long distance and roaming charges, that are not included as a part of Life365's System provided to me.

8. There is a risk of technical failures during a telehealth services encounter that are beyond the control of Cricket Health, Life365, and Life365's System. I will hold Cricket Health and Life365 harmless for any mistakes, delays, information lost, and/or any damages arising from or related to technical failures, my improper use of Life365's System, and any damages arising from or related to an act or omission of any third party providing the technical infrastructure to support Life365's System.

9. THIS INFORMED CONSENT, MY PARTICIPATION IN THE TELEHEALTH SERVICES, AND/OR MY USE OF LIFE365'S SYSTEM ARE SUBJECT TO CRICKET HEALTH'S TERMS OF SERVICE ("TOS"), WHICH IS INCORPORATED BY REFERENCE HEREIN. THE TOS COVERS, WITHOUT LIMITATION, INDEMNIFICATION, DISPUTE RESOLUTION, LIMITATION OF LIABILITIES, WAIVER OF CONSEQUENTIAL, SPECIAL, AND OTHER DAMAGES, AND WARRANTY DISCLAIMERS, AMONG OTHER TERMS AND CONDITIONS.

10. Other than the ability to use Life365'S System that Cricket Health has provided, I am not receiving any intellectual property or other proprietary rights to Life365'S System or its underlying technology.

11. I have carefully read and understand the information provided above regarding telehealth services and Life365's System, understand the possible benefits and risks of telehealth services, and have had all of my questions answered to my satisfaction.

ADDITIONAL STATE SPECIFIC REQUIREMENTS

Texas: I understand that my medical records may be sent to my primary care physician. (V.T.C.A., Occupations Code § 111.005).

Washington D.C.: I have been informed of alternate forms of communication between me and a physician for urgent matters. (17 DCMR § 4618.10).

By accepting the Informed Consent, I confirm that I have read, understood, and agree to all of the above, and hereby consent to receive telehealth services.

Last Revision Date: November 1, 2019