Rapid Rhythm Reader Terms of Service

Date of Latest Update 3/2/21

We at Health Alert LLC are eager to provide the Rapid Rhythm Reader application to help you maximize the benefit of your mobile ECG recording device. In order to use our mobile application, you must agree to these Terms of Service.

Read this document before continuing to create an account and before you utilize the Rapid Rhythm Reader application. If you do not agree to be legally bound by these terms of service, you may not use our application and service.

If you proceed to use our application, you thereby acknowledge that you have read, that you understand, and that you agree to be bound by these Terms of Service and to our [Privacy Policy](#).

Definitions

"App" means the mobile application Rapid Rhythm Reader from Health Alert, LLC.
"ECG" means an electrocardiographic recording of heart rhythm, of the sort recorded by *Apple Watch*® or other wrist wearable device and transmissible using *iPhone*® or other mobile digital device. In this document, and as generally referred to by Health Alert LLC, ECG is intended to indicate a single lead recording that ordinarily will mimic the single component of a 12-lead Electrocardiogram known widely as "Lead I."
"Interpretation" means the report returned to you by the Reader.
"Reader" means Rapid Rhythm Reader application.
"Recording device" is any device used to record an ECG.
"Terms" means these Terms of Service.
"User" means you, the person intending to use the App.

Intended Use

The App is intended to provide to you analysis of recordings which you perform using FDA-cleared recording devices. The report of this analysis is necessarily limited to determination of heart rhythm activity, insofar as is possible. Due to limitations of the recording method, in some instances a conclusion cannot be reached regarding the nature of the heart rhythm. The App does not in any way provide a diagnosis or make recommendations regarding treatments. The App does not automatically notify the User or any emergency personnel whenever potentially dangerous heart conditions happen to appear in the User-submitted recordings. ***The App should not be utilized in the setting of any feelings (symptoms) that may indicate a serious medical condition. If you have pain or discomfort in the chest, jaw, arms, back, neck, throat, or stomach area, you are advised to seek emergency medical care at once. The App does not and can not check for heart attacks, blood clots, strokes, tears in blood vessels. If you have any suspicion that you are having a heart attack, you must immediately seek emergency medical care.***

The App is intended only for the use by individuals, and not for use by companies, organizations, or medical facilities.

Use of Devices

You are responsible for the appropriate, allowed, safe, and legal use of the devices used to record your ECG. You must note that some devices are restricted to use by persons 18 years and older, and that other devices are restricted to use by persons 22 years and older. It is your responsibility to ensure that you are of sufficient age to legally utilize your recording device.

Limitation of Interpretations

The app is intended to provide a professional's opinion of whether or not a specific heart rhythm abnormality—atrial fibrillation—may be documented in your ECG recording. By using the App, you understand that sufficient detail may not be present to make a determination. You also understand that interference by factors unrelated to your heart's electrical activity ("artifact" or "noise") can render a recording unable to be interpreted.

The App is not intended to replace usual or traditional methods of testing, diagnosis, or treatment; it is only intended to provide specific and highly-limited information. You should not take any actions based on the Reader report(s) regarding your medications or other treatments without consultation with your medical care provider. It is your responsibility to share information derived from use of the App with your provider.

The interpretation, or the reading of an ECG by a qualified medical professional will involve an element of judgement. ***When an interpretation indicates "Cannot Read," or "Indeterminate," it remains possible that atrial fibrillation is indeed present at the time of the recording under scrutiny, and that in these instances, you should seek further evaluation by a medical professional to fully investigate the possibility that you have atrial fibrillation. It remains possible that you are at risk for stroke and other complications related to atrial fibrillation, even though atrial fibrillation has not been convincingly documented on an ECG which you submit for interpretation using our App.*** No guarantee regarding the accuracy of the interpretations is provided. Your medical provider may disagree with interpretations provided from your use of the App.

Limitation of Scope

The App does not check for heart attacks.

Largely due to the compact size and portability of the mobile ECG recording devices, the capabilities inherent in the classic electrocardiogram as recorded by medical personnel are not available in the mobile ECG. Accordingly, you understand that the interpretation will be constrained to addressing a single aspect: Is atrial fibrillation documented in your recording? The App is not capable of recognizing, and is not intended to recognize any other heart condition. The App does not check for severe and potentially life-threatening heart conditions. The App does not check for mild and non-life-threatening heart conditions. The App does not check for, and cannot diagnose heart attack, coronary artery disease, angina pectoris, congestive heart failure, cardiomyopathy, valvular heart disease, Wolff-Parkinson-White syndrome, ventricular tachycardia, supraventricular tachycardia, first-, second-, or third-degree heart block, pericardial disease, Long QT syndrome, or many other conditions not specifically listed here.

The App is not intended for users with pacemakers, implanted defibrillators (ICD's), or known arrhythmias other than atrial fibrillation.

Timeliness

Although the App is intended to provide reports to you within 24 hours, Health Alert LLC makes no guarantee that reports will return to you within 24 hours.

Atrial Fibrillation

The presence of atrial fibrillation in a rhythm recording has multiple possible significances. Only a comprehensive medical evaluation can fully determine its meaning to a person who has demonstrated atrial fibrillation. If you do not have a history of atrial fibrillation, and it is identified on your

ECG, then you understand and acknowledge that you should seek medical evaluation by your medical care provider.

Atrial fibrillation may be persistent, and it may occur in episodes. You understand that the absence of atrial fibrillation on an ECG does not prove you do not have atrial fibrillation; you can still have atrial fibrillation even if it does not appear present on one, or on any of several ECG recordings. It is possible that an irregularity detected by an optical method utilized on your mobile device, or by other means, may be present at one discrete period of time, and that it resolves, and is no longer present only a few seconds later when you record an ECG.

Location of App Use

You agree to utilize the App within the individual states of the United States of America within which use of the App is available. At this time, the App can be used in Idaho and California.

Applicable Laws

You acknowledge that you will use the App in full compliance with all applicable local, state, and national laws.

Prohibited Conduct

You agree to use the App in accordance with these Terms and applicable laws and regulations. In connection with your use of the App, you will not:

Impersonate another person or log into an account which you are not authorized to access. Provide service to another individual while using your account.

Develop or use any third-party applications that interact with the App.

Attempt to open a Reader account if you are younger than 18 years.

Attempt to open a Reader account or utilize the App outside allowed jurisdictions.

Attempt to obtain personal information including ECG records or interpretation records that do not belong to you.

Attempt to disrupt or in any way interfere with the conduct of the service provided by the App, including but not limited to uploading viruses, advertising material, or other harmful code.

Right to Terminate Accounts

If you are in breach of any of these Terms, Health Alert LLC reserves the right to terminate your right to access or your use of the App. We are not responsible for any loss, damage, or harm related to your inability to access or use the App as a result of such termination.

How a user can cancel/terminate an Account

In order to terminate your Reader account, send a request by email to: info@healthalert.io

User Content

Unlike traditional medical records that originate in a hospital or a doctor's office, the recordings for which you request interpretation are generated by you. We consider it your responsibility to store

them. ECG recordings that have been interpreted and reported to you will be stored no longer than 90 days following termination of your account. Additionally, at any time that Reader finds it necessary to cease providing its services, your recordings will be stored no longer than 90 days following cessation of service activity.

Cessation or Modification of Services

Health Alert LLC reserves the right to discontinue or modify the App and its service to you, permanently or temporarily, without notice to you.

Payment Details

Payments are accomplished "in app," in the App Store® online store or Google Play™ store.

Right to update or modify Terms

We reserve the right to change the Terms at any time. Your continued use of the App following the changes constitutes your binding acceptance of such changes. In the event of a change to Terms, we will attempt to notify you of the changes by sending an email to the address on file for you. Alternatively, a pop-up window or other notification to you through the App when you log in may be provided. Updated Terms will be effective immediately, and your continued use of the App after we provide notice will confirm your acceptance of the changes. If changes to Terms are unacceptable to you, you must stop accessing and using the App.

Warranty and disclaimer

We strive to provide prompt, high quality service at reasonable cost. You understand and agree that the Reader is provided "As Is" and "As Available," without express or implied warranty or condition of any kind. You use Reader at your own risk. To the fullest extent permitted by applicable law, Health Alert LLC makes no representations and disclaims any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement. Health Alert does not warrant that Reader is free of malware, viruses, or other harmful components. Health Alert does not warrant that reports or interpretations will be free of error, secure, or uninterrupted. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from Health Alert shall create any warranty on behalf of Health Alert in this regard.

Indemnity

You agree to defend, indemnify, and hold harmless Health Alert LLC from and against every claim, liability, damage, loss and expense, including expense of reasonable attorneys' fees and expert witnesses arising from or in any way connected with your use of or access to the App, your violation of these Terms or any applicable laws, your violation of any third-party right including intellectual property right or privacy or other right.

Privacy Policy

Your privacy matters to us. You should learn how we handle your information when you use our App by reading our [Privacy Policy](). Please read this Privacy Policy carefully because by using our services you agree that the Reader can collect, use and share your information consistent with that policy.