Terms of Service Agreement

Effective Date: 12/05/2024

1. Introduction

Welcome to Compassion One. This Terms of Service Agreement ("Agreement") governs your use of the Compassion One Home Healthcare App ("App"). By using the App, you agree to comply with and be bound by the terms and conditions set forth in this Agreement. If you do not agree to these terms, please do not use the App.

2. Definitions

• Company: Compassion One

• App: The Compassion One Home Healthcare App

• User: Any employee of Compassion One who uses the App

• Patient: Any individual receiving healthcare services from Compassion One

3. Use of the App

- 3.1 **Eligibility:** The App is intended for use by Compassion One employees only. Unauthorized use is strictly prohibited.
- 3.2 **User Responsibilities:** Users are responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their account. Users must immediately notify the Company of any unauthorized use of their account.
- 3.3 **Compliance:** Users must comply with all applicable laws and regulations while using the App. Users must also adhere to the Company's policies and procedures.

4. Patient Data

- 4.1 **Confidentiality:** Users must ensure that all patient data accessed through the App is kept confidential and secure. Unauthorized disclosure of patient information is strictly prohibited.
- 4.2 **Data Accuracy:** Users are responsible for ensuring the accuracy and completeness of the patient data they enter into the App.

5. Prohibited Activities

Users must not:

- Use the App for any unlawful or unauthorized purpose
- Interfere with or disrupt the operation of the App
- Attempt to gain unauthorized access to the App or its related systems
- Use the App to transmit any harmful or malicious code

6. Intellectual Property

The App and its content, including but not limited to text, graphics, logos, and software, are the property of Compassion One and are protected by intellectual property laws. Users are granted a limited, non-exclusive, non-transferable license to use the App for its intended purpose.

7. Termination

The Company reserves the right to terminate or suspend a User's access to the App at any time, without notice, for any reason, including but not limited to a breach of this Agreement.

8. Limitation of Liability

The Company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use of the App. Users assume all risks associated with the use of the App.

9. Changes to the Agreement

The Company reserves the right to modify this Agreement at any time. Users will be notified of any changes, and continued use of the App constitutes acceptance of the revised terms.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of law principles.

11. Contact Information

For any questions or concerns regarding this Agreement, please contact Compassion One at compassionone@compassionone.net