



CARDIOKEY™ 

PATIENT EDUCATION GUIDE



For assistance, please call us at
1-877-593-6421
M – F, 8:00 AM – 8:30 PM EST

CardioNet, LifeWatch and BioTel Heart are all trademarks of BioTelemetry, Inc. BioTelemetry reserves the right to change specifications at any time without notice.

Kit Contents

1. CARDIOKEY
2. Optional Lanyard
3. Lead Wires / CARDIOKEY Cap
4. Electrodes
5. Abrasion Pad
6. Disposable Preparation Razor
7. Adhesive Remover Pad
8. Patient Diary and Patient Education Guide
9. Kit Identification Sticker

1.



4.



7.



2.



3.



5.



6.



8.



9.



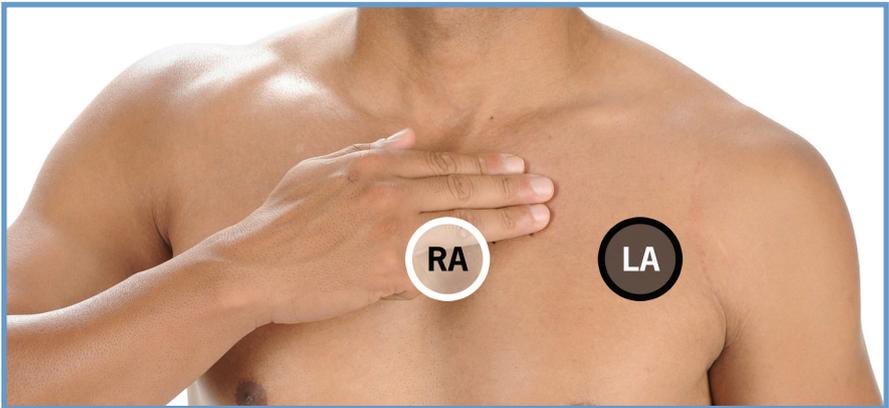
Getting Started

STEP 1: Skin Preparation

Before starting the skin preparation process, determine the areas of your chest to prepare by referring to the diagram below.

Correct placement is as follows. The white (RA) electrode should be three finger widths below your collarbone on the center of the chest. The black (LA) electrode should be three finger widths below your collarbone to the left of the white electrode, toward your left arm.

POSITIONING





WASH/SHAVE

If needed, shave chest areas clean of any hair.



CLEAN SKIN

Wipe areas clean with soap and water.*
Pat dry.



ABRADE SKIN

Gently scrub areas with abrasion pad.
This important step will improve quality of the recording.

 * Do not use adhesive remover wipes before placing electrodes on skin. This should only be used to remove excess adhesive from your skin after removing electrodes, and only if needed.

STEP 2: Attach Electrodes

- Remove CARDIOKEY, optional lanyard, and lead wires from kit. CARDIOKEY can be worn with, or without, a lanyard.
- If not wearing a lanyard, please skip this step. To wear CARDIOKEY with a lanyard, unsnap the two ends of the lanyard and gently pull through the opening at the top of the lead wires. Snap ends of lanyard closed and adjust strap to desired length.
- Remove electrode pack from kit; tear open and remove two electrodes.
- Snap **white (RA)** lead wire end onto electrode; peel off adhesive backing; place three fingers widths below left collarbone on **center of the chest**.
- Snap **black (LA)** lead wire end onto electrode; peel off adhesive backing; place three fingers width **below left collarbone**. The black lead wire should be attached to the left of the white electrode toward your left arm.

IMPORTANT: Both leads should be placed on the left side of your chest.

ATTACH LANYARD (OPTIONAL)



SNAP LEAD WIRES ONTO ELECTRODES



ATTACH TO YOUR BODY



STEP 3: Activate CARDIOKEY

- Remove pull tab protruding from CARDIOKEY; discard.
- Snap CARDIOKEY into the lead wire cap. The CARDIOKEY will sound with a **low-medium-high beep**, and the LED indicator light will **flash green**.
- CARDIOKEY is now activated.
- **If CARDIOKEY is NOT connected properly**, CARDIOKEY will flash with a **red or amber LED light** and beep every 10 seconds until the recorder is connected properly.

PULL TAB



CONNECT CARDIOKEY



CARDIOKEY CONNECTED TO PATIENT

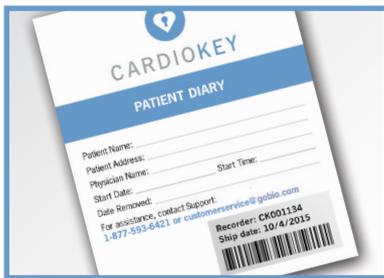


Step 4: Attach Sticker From Kit to Patient Diary

As part of your test you will write down symptoms you are feeling in your “Patient Diary” (detail in step 5).

- To ensure that your diary logs are matched to your test; Remove the sticker from the side of the kit and attach to the “Patient Diary”.
- At the end of your service return Diary along with the CardioKey in the postage paid envelope supplied in the Kit.

PATIENT DIARY WITH KIT IDENTIFICATION STICKER



Step 5: Record Symptoms and Events

CARDIOKEY captures every heartbeat, but it is important that you record an event when you are feeling symptoms and write down those symptoms in the “Patient Diary”.

- **Whenever you feel a heart-related symptom**, firmly press the raised button on CARDIOKEY to record an event.

*Note: An event has been successfully recorded if, after pressing the button, the LED light on CARDIOKEY **flashes green** and you hear a **single beep**.*

- Once you have pressed the button, enter all symptoms into your patient diary.

TO RECORD A SYMPTOM,
PRESS THE BLUE BUTTON



WRITE SYMPTOMS
IN YOUR DIARY



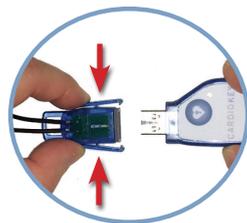
Step 6: Replacing Electrodes

Change your electrodes every other day. If the electrodes are loose you may change them more frequently.

- Electrodes are water-resistant and can be worn while showering or bathing, however, CARDIOKEY and lead wires must not get wet. Before showering or participating in any water activities, unsnap the lead wires from the electrodes, and disconnect CARDIOKEY from the lead wires.
- Remove electrodes using soap and water. If there is excess glue from the electrodes you can use adhesive remover (supplied).
- Wash and Dry skin. Follow the instructions in Step 2 to attach new electrodes. Reconnect the lead wires to the CARDIOKEY.
- **NOTE:** if the electrodes are loose, CARDIOKEY will flash with a **red LED light** and beep every 10 seconds until the recorder is connected properly. If this occurs when you have recently replaced the electrodes remove CARDIOKEY and wait 10-15 minutes before reconnecting.



Step 7: Returning **CARDIOKEY** and Patient Diary



Returning **CARDIOKEY** and Patient Diary

At the end of your test:

- Remove the lead wires from **CARDIOKEY**, by squeezing the two side tabs and pulling away from the device. Place **CARDIOKEY**, lead wires, and the Patient Diary into the self-addressed, postage paid envelope supplied.
- Ensure **your name and a kit identification sticker has been affixed to the patient diary** before returning.
- Place the envelope in your mailbox or take to any post office location.
- There is no cost to ship the envelope back to us.

AT THE END OF YOUR TEST, PLEASE RETURN **CARDIOKEY, LEAD WIRE SET AND DIARY**



CARDIOKEY FREQUENTLY ASKED QUESTIONS

Can I wear CardioKey in the shower?

- CardioKey is not waterproof and must be removed before showering, bathing or swimming. To remove, disconnect CardioKey from the lead wires and unsnap the white and black leads from the electrodes. Although CardioKey and the lead wires must not get wet, the electrodes can be left on while showering or participating in water activities.

Do I need to change batteries or charge CardioKey?

- No, the battery for CardioKey does not require charging or a change when worn for the recommended prescribing period of 14 days or less.

Can I keep CardioKey monitor on while I sleep?

- Yes, wearing CardioKey while you sleep is an important part of your test. CardioKey should be worn at all times, except when swimming, bathing or participating in water activities.

CARDIOKEY FREQUENTLY ASKED QUESTIONS

How long am I supposed to wear CardioKey?

- CardioKey can be prescribed and worn for up to 14 days. If you are not sure of your test duration, you can contact your physician or call Customer Support at 1-877-593-6421.

My CardioKey device is beeping and shows a red colored light. What should I do?

- An intermittent beeping noise is a signal that the device is not connected properly. First, check each lead wire to make sure it is connected to the electrode. If the beeping continues, try adjusting the location of the electrode slightly to the left or right. If you need assistance with electrode placement, please view page 4 of the Patient Education Guide. If the issue is not resolved, please contact support at 1-877-593-6421.

How do I know if CardioKey is working correctly?

- At any time during the monitoring period you can perform a check by pressing the raised button located on the front of the CardioKey. If CardioKey is working properly, the device will beep once, and the LED light will turn green for one second. After performing the check, please document this recording in your diary as a “test.”

CARDIOKEY FREQUENTLY ASKED QUESTIONS

What if I forget to wear CardioKey for a few hours or a day?

- CardioKey should be worn as prescribed by your physician.
If you take CardioKey off for a short time (less than 24 hours) reconnect and continue with the test. If you need to pause your testing by more than a day it is recommended that you contact your physician to determine the best course of action.

Can I plug CardioKey into my computer to upload or view data?

- No, CardioKey is not a mass storage device and as such, connection to a regular USB will not work. It is recommended that you not plug CardioKey into any source, as this may impact the results of your test.

CARDIOKEY FREQUENTLY ASKED QUESTIONS

How often do I need to change the electrodes?

- We suggest changing your electrodes every other day, as the electrodes are water resistant and can be worn in the shower. The ECG pack in the kit includes a sufficient supply of electrodes to last the entire monitoring period, however, if you need additional supplies, please contact us at 1-877-593-6421.

INDICATIONS FOR USE

The CARDIOKEY Holter Recorder is intended for patients requiring ambulatory (Holter) Monitoring. The following is a listing of the most frequent indications for use:

- Evaluation of symptoms suggesting arrhythmia or myocardial ischemia.
- Evaluation of ECG documenting therapeutic interventions in individual patients or groups of patients.
- Evaluation of patients for ST segment changes.
- Evaluation of a patient's response after resuming occupational or recreational activities (e.g., after M.I. or cardiac surgery).
- Clinical and epidemiological research studies.
- Reporting of time and frequency domain heart rate variability.

PRECAUTIONS

- Do not attempt to remove the battery from the device. Do not use any other external batteries.
- Do not attempt to disassemble device.
- Disconnect patient leads from patient before using a defibrillator.
- To receive best recording results, instruct patients to stay away from heavy electrical equipment or other sources of electromagnetic interference. Equipment such as electric blankets and heating pads are included in this group.
- The CARDIOKEY Holter Recorder is not intended for use with infants/children weighing less than 10 kg.
- Ensure the device stays dry all the time. Do not let the device get wet.
- Do not swim or bathe with the device. The device is not waterproof and should be removed prior to showering.
- Install and use the device only as instructed. Do not connect device to any other electrical outlets.
- Lead wires should be connected only to electrodes attached to the patient.
- Use the electrodes in accordance with the electrodes' labeling, including direction of use before replacement.

WARNINGS

NOT AN EMERGENCY RESPONSE SERVICE

BioTel Heart is not an emergency response service. If you experience any symptoms that concern you, seek medical help.

DO NOT TAMPER WITH DEVICE

There are no serviceable parts in the System components. Removing the cover of any component may alter device performance.

CARDIOKEY RECORDER MAY NOT GET WET

Ensure the device stays dry all the time. Remove CARDIOKEY before showering. Do not swim or bathe with the device.

USE ONLY WITH BIOTELEMETRY ELECTRODES

While wearing the BioTelemetry sensor, use only electrodes provided by BioTelemetry.

DO NOT USE NEAR FLAMMABLE ANESTHETIC

Units are not to be used in the presence of flammable anesthetic.

SPECIFICATIONS

FUNCTIONAL

Channels: 1 channel
Resolution: 10 bits
Recording: Full disclosure
Download interface: USB Connector
Sample rate: 256 samples per second
Frequency response: 0.05 Hz to 40 Hz

MEMORY

Recording time: Minimum 14 days
Type: Internal Flash
Memory size: 4 Gbits

PHYSICAL

Dimensions: 2.3" (l) x 1.3" (w) x 0.4" (d)
Weight with batteries and lead wires: 0.95oz (27 g)
Enclosure: Molded plastic (UL 94V-2)
Operating position: Any orientation

ELECTRICAL

Connector: USB Type A Plug.
Patient cable: 2 lead

ENVIRONMENTAL

Operating temperature: 0°C to +45°C
Non-operating temperature: -20°C to +65°C
Operating humidity: 10% to 95% (non-condensing)
Non-operating humidity: 5% to 95% (non-condensing)

BATTERY

CR 2032 Lithium Manganese Dioxide: Life >14 days

SERVICE

In the event of equipment malfunction, all repairs should be performed by BioTelemetry, or an authorized agent. It is the responsibility of users requiring service to report the need for service to BioTelemetry, or to one of our authorized agents. Service can be facilitated through our office at: BioTelemetry, 1000 Cedar Hollow Road, Suite 102, Malvern, PA 19355. Telephone: 1-866-426-4401.

BODY-WORN OPERATION

This device was tested and was found to comply with the FCC exposure requirements. The device was also tested and found to comply with SAR (Specific Absorption Rate) testing. For more information about RF exposure, please visit the FCC website at www.fcc.gov.

ELECTRODES

Conductive parts of Electrodes and associated connectors, including NEUTRAL ELECTRODE, should not contact other conductive parts including earth.

For questions on electrodes, contact:

S&W Healthcare – www.swhealthcare.com or 1-800-843-1201

Vermed – www.vermed.com or 1-800-245-4025

CARDIOKEY Recorder is property of BioTel Heart.

and should be returned to BioTelemetry, 2750 S. 18th Place, Suite 100, Phoenix, AZ 85034-4079.

CardioNet, LifeWatch, and BioTel Heart are trademarks of BioTelemetry, Inc.

TERMS AND CONDITIONS OF THE BIOTELEMETRY SERVICE AGREEMENT.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACTIVATING MONITORING SERVICE.

Activating monitoring service is your acceptance of the terms of this Agreement. If you do not agree with the terms of this document please notify Customer Service at 1-866-426-4401 immediately.

PRIVACY AND CONFIDENTIALITY.

Activating monitoring service serves as your electronic signature indicating you acknowledge that you have received a copy of BioTelemetry's Notice of Confidentiality and Privacy Practices, which is incorporated in this agreement below. This acknowledgment is required by the Health Insurance Portability and Accountability Act (HIPAA) to ensure that you have been made aware of your privacy rights. You give BioTelemetry your consent and permission to communicate with other members of your household, if necessary, with regard to your BioTelemetry service. You also authorize BioTelemetry to provide your monitoring data to your physician and his /her staff and to Emergency Medical Services by phone, e-mail, fax or through secure Internet access. You consent to receiving calls from BioTelemetry and its affiliates or authorized agents on

your landline or cellular telephone related to the service or payment related to the service. For example, BioTelemetry or its affiliate or authorized agent may contact you in order to obtain the loaned BioTelemetry Monitoring System ("System") or seek payment for the value of the System. You understand that such communications may include the use of prerecorded voice messages and/or automatic telephone dialing systems

ASSIGNMENT OF BENEFITS

I request that payment of authorized health insurance benefits, including Medicare benefits, if I am a Medicare beneficiary, to be made on my behalf to CardioNet, LLC. (a subsidiary of BioTelemetry, Inc.) for any medical services provided to me by CardioNet. I authorize any holder of medical and/or insurance information about me to release to CardioNet, my health insurance carrier, or the Centers for Medicare and Medicaid Services (CMS) any information needed to determine these benefits or the benefits payable for related services provided under this agreement. This assignment includes all dates of services rendered by CardioNet for all insurance plans. A copy of this authorization will be sent to CMS or my health insurance carrier if requested. The original will be kept on file by CardioNet. I understand that I am fully responsible to CardioNet for any co-payments, co-insurance, deductibles, payments made directly to me by my health insurance carrier for CardioNet services, and, when allowed by law, services not-covered or payable under my health insurance plan. I also understand that activating monitoring services serves as my electronic signature, and that I am accepting financial responsibility as explained above for all payment for services received from CardioNet. By signing this document and/or accepting these terms electronically, I acknowledge that I have received a copy of CardioNet's Notice of Privacy Practices. This acknowledgment is required by the Health Insurance Portability and Accountability Act (HIPAA) to ensure that I have been made aware of my privacy rights.

SERVICE AGREEMENT

Financial Terms I understand that I am fully responsible and agree to pay for any co-payments, co-insurance, deductibles, all payments made directly to me by my insurer for CardioNet services, and when allowed by law, services not-covered (not payable) under my health insurance plan. I acknowledge that I am financially responsible for the loaned System (sensor, monitor, and accessories), which I am obligated to return to CardioNet upon completion of the service. If I do not immediately return the System, I hereby authorize CardioNet to invoice me for, and agree to pay CardioNet, the value of the Monitoring System and any associated collection costs should collection or legal costs be incurred by CardioNet.

OPERATIONAL NOTICES

I hereby acknowledge that, given the variance in cellular phone coverage and signal strength, the System may not always provide continuous transmission of my ECG rhythm to the Monitoring Center. In the event that there is no cellular phone coverage or adequate signal strength to transmit recorded events, I will move to an area to optimize transmission capability or connect the monitor and base to a direct telephone line as requested. I hereby acknowledge that the System is intended to aid in diagnosis only, and is not designed for prevention or treatment of any event or condition. I agree to immediately discontinue use of the System upon any sign of discomfort or other problems directly related to the System, and to promptly report such discomfort or other problems to BioTelemetry. I give BioTelemetry and its subsidiaries my consent and permission to communicate with other members of my household, if necessary, with regard to my BioTel Heart service. I also authorize BioTelemetry and its subsidiaries to provide my monitoring data to my physician and his /her staff and to Emergency Medical Services by phone, e-mail, fax or through secure Internet access.

NOTICE OF CONFIDENTIALITY AND 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.

PROTECTING YOUR HEALTH INFORMATION

BioTelemetry, Inc., together with its family of companies including CardioNet, LLC, Heart-Care Corporation of America, Inc., LifeWatch Services, Inc. and Telcare Medical Supply, LLC understands the importance of keeping your health information private. We are required by law to maintain the privacy of health information that identifies you or can be used to identify you. We are also required to provide you with this notice of our privacy practices, our legal duties and your rights concerning your health information. We are required to abide by the terms of this notice currently in effect. We may modify or change our privacy practices described in this notice from time to time, particularly as new laws and regulations become effective. Any changes will be effective for all the health information that we maintain, even information in existence before the change. If we materially modify our privacy practices, you may obtain a revised copy of this notice by contacting us using the information listed at the end of this notice, or by accessing our website at www.gobio.com/patients.

USES AND DISCLOSURES OF YOUR HEALTH INFORMATION

USES AND DISCLOSURES THAT MAY BE MADE WITHOUT YOUR AUTHORIZATION OR OPPORTUNITY TO OBJECT

We may use and disclose your health information, without your authorization, in the following ways:

Treatment: We may use and disclose your health information to provide, coordinate or manage your treatment. For example, we may disclose your health information to a provider who requests this information to treat you..

Payment: We may use and disclose your health information to bill and get payment for health services we provide to you. For example, we may disclose your health information to your health insurance plan to obtain payment for services provided to you.

Health Care Operations: We may use and disclose your health information in order to support our business activities. For example, we may use your health information to conduct quality improvement activities, to engage in care coordination and case management, to conduct business management and general administrative activities, and other similar activities.

Health & Wellness Information: We may use your health information to contact you with information about health related services or appointment reminders. If you do not wish to receive this type of information, you may request to opt-out of receiving this information by sending an email to privacy@biotelinc.com or calling the phone number provided at the end of this notice.

Research; Death; Organ Donation: We may use or disclose your health information for research purposes in limited circumstances. We may disclose your health information to a coroner, medical examiner, funeral director or organ procurement organization for certain purposes..

Public Health and Safety: We may use and disclose your health information to the extent necessary to avert a serious and imminent threat to your health or safety or the health or safety of others. We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.

Required by Law: We will use or disclose your health information when we are required to do so by law.

Process and Proceedings: We may disclose your health information in response to a court or administrative order, subpoena, discovery request or other lawful process.

Law Enforcement: We may disclose your health information, so long as applicable legal requirements are met, to a law enforcement official, such as for providing information to the police about the victim of a crime.

Inmates: We may disclose your health information if you are an inmate of a correctional institution and we created or received your health information in the course of providing care to you.

Military and National Security: We may disclose your health information to military authorities if you are a member of the Armed Forces. We may disclose your health information to authorized federal officials for lawful intelligence, counterintelligence and other national security activities.

Workers' Compensation: We may disclose your health information as authorized by and to the extent necessary to

comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

Business Associates: We may disclose your health information to persons who perform functions, activities or services to us or on our behalf that require the use or disclosure of your health information. To protect your health information, we require the business associate to appropriately safeguard your information.

To You: We will disclose your health information to you, as described in the Individual Rights section of this notice.

USES AND DISCLOSURES THAT MAY BE MADE EITHER WITH YOUR AGREEMENT OR THE OPPORTUNITY TO OBJECT

Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, orally or in writing, your health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose your health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location or general condition.

USES AND DISCLOSURES BASED ON YOUR WRITTEN AUTHORIZATION

Marketing: We must obtain your written authorization to use and disclose your health information for most marketing purposes.

Sale of Health Information: We must obtain your written authorization for any disclosure of your health information which constitutes a sale of health information.

Other Uses: Other uses and disclosures of your health information will be made only with your written authorization, except as described in this notice or as otherwise required or allowed by applicable law. In the event that we ask for your authorization to use or disclose your health information, we will provide you with an appropriate authorization form. Once you've given us a written authorization, you can revoke that authorization at any time, except to the extent that we have taken action in reliance on your authorization.

INDIVIDUAL RIGHTS

Access: You have the right to see or get an electronic or paper copy of your health information by submitting a request to us in writing using the information listed at the end of this notice. There are certain exceptions to your right to obtain a copy of your health information. For example, we may deny your request if we believe the disclosure will endanger your life or that of another person. Depending on the circumstances of the denial, you may have a right to have this decision reviewed. We will charge you a fee to cover the costs incurred by us in complying with your request.

Disclosure Accounting: You have the right to an accounting of disclosures of your health information made by us by submitting a request to us in writing using the information listed at the end of this notice. This right only applies to instances when we or our business associates disclosed your health information for purposes other than treatment, payment, health care operations, upon your written authorization, and certain other activities. The right to receive this information is subject to certain exceptions, restrictions and limitations. You must specify a time period, which may not be longer than 6 years. You may request a shorter timeframe. You have the right to one free request within any 12-month period, but we may charge you for any additional requests in the same 12-month period. We will notify you about any such charges, and you are free to withdraw or modify your request in writing before any charges are incurred..

Restriction Requests: You have the right to request restrictions on the use and disclosure of your health information by submitting a request to us in writing using the information listed at the end of this notice. Your request must state the specific restriction requested and to whom you want the restriction to apply. We are not required to agree to these additional restrictions, except we must agree not to disclose your health information to your health plan if the disclosure (1) is for payment or health care operations and is not otherwise required by law, and (2) relates to a health care item or service which you paid for in full out of pocket. If we agree to a restriction, we will abide by our agreement (except in an emergency)

Confidential Communication: You have the right to receive certain communications confidentially. That means you can request that we communicate with you by alternative means or to an alternative location by submitting a request to us in writing using the information listed at the end of this notice. We will accommodate your request if it is reasonable and

specifies the alternative means or location. We may also condition this accommodation by asking you for information as to how payment will be handled.

Amendment: You have the right to amend your health information in our records for as long as we maintain the information. You must make a request in writing, using the information listed at the end of this notice, to obtain an amendment. Your written request must explain why the information should be amended. If we agree to amend your health information we will make reasonable efforts to inform others of the amendment and to include the changes in any future disclosures of that information. We may deny your request if, for example, we determine that your health information is accurate and complete. If we deny your request, we will send you a written explanation and allow you to submit a written statement of disagreement to be appended to the information you want amended.

Paper Notice: If you receive this notice electronically you are entitled to receive this notice in written form. Please contact us using the information listed at the end of this notice to obtain this notice in written form.

Breach: You have the right to be notified if you are affected by a breach of unsecured health information.

QUESTIONS AND COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact us using the information listed at the end of this notice. If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about your rights to your health information you may complain to us using the information listed at the end of this notice. You may also complain to the U.S. Department of Health and Human Services. We support your right to protect the privacy of your health information. We will not retaliate against you in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

CONTACT INFORMATION

BioTelemetry, Inc.
Privacy Officer
1000 Cedar Hollow Road, Suite 102
Malvern, PA 19355
Telephone: 610.729.7000
Email: privacy@biotelinc.com

Update Effective date: August 30, 2017

I CERTIFY THAT I UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND TO THE FOLLOWING STANDARD TERMS AND CONDITIONS.

1. Use of Cardiac Monitoring System ("System") and access to and use of Monitoring Service ("Service"). Subject to Patient's compliance with the terms and conditions indicated within this Patient Education Guide (the "Agreement"), BioTelemetry hereby grants Patient a personal, nonexclusive, nontransferable license to use the System and to access and use the features and functions of the Service solely for purposes of monitoring Patient's heart rate as prescribed by Patient's physician. Patient expressly acknowledges and agrees that the Service, which is available only by physician prescription, is used solely to assist physicians in diagnosis and treatment, and is not intended for use as an emergency response system for patients who may experience serious or life-threatening medical problems. Patient is aware that cell phone coverage limitations and delays in land-line telephone communications could significantly delay transmission and analysis of patient monitoring data. Patient agrees to contact BioTelemetry immediately if problems are experienced using the system or if signs of physical discomfort occur, and to discontinue use of the system if the physician or BioTelemetry believe service discontinuation is advisable. Patient shall not, in whole or in part, sublicense, provide access to, tamper with, modify, distribute, use in a service bureau or time-sharing capacity, export in violation of applicable laws and regulations, rent, loan, transfer, disassemble, or reverse engineer or create a derivative work of the System or Service. Patient shall not, in whole or in part, transfer or assign this Agreement or any right granted hereunder, except upon the prior written consent of BioTelemetry. Any prohibited transfer or assignment shall be null and void. Subject to the licenses granted herein, as between BioTelemetry and Patient, BioTelemetry holds all right, title and interest in and to the System and the Service including, without limitation, any patents, trademarks, trade secrets, copyrights or other intellectual property rights therein. BioTelemetry reserves all rights not expressly granted to Patient under this Agreement.

2. Term and Termination. This Agreement shall commence on the date that BioTelemetry accepts Patient's enrollment hereunder, and shall continue until terminated by either party as set forth herein. Either party may terminate this Agreement, for any or no reason, upon thirty (30) days'

written notice to the other party, except that this Agreement shall immediately terminate if Patient breaches Paragraph 1 above. Upon any termination of this Agreement, Patient shall immediately discontinue all use of the Service, and shall promptly return the System to BioTelemetry. The limitations in Paragraph 1, and Paragraphs 3-6 shall survive any termination of this Agreement.

3. NO WARRANTY. THE SYSTEM AND THE SERVICE ARE PROVIDED BY BIOTELEMETRY HEREUNDER SOLELY ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BIOTELEMETRY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AS WELL AS ANY IMPLIED WARRANTIES OTHERWISE ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. PATIENT FURTHER ACKNOWLEDGES AND AGREES THAT BIOTELEMETRY SHALL NEITHER BE RESPONSIBLE NOR LIABLE FOR PATIENT'S INABILITY TO ACCESS OR USE THE SERVICE AS A RESULT OF ANY DEFICIENCY IN THE INTERNET, THE TELEPHONE SERVICE, OR OTHER CONNECTION BETWEEN BIOTELEMETRY AND PATIENT. PATIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER THE SYSTEM, NOR THE SERVICE (AS WELL AS ANY SUPPORT GIVEN BY ANY BIOTELEMETRY SUPPORT STAFF), NOR ANY MATERIAL AVAILABLE THROUGH PATIENT'S USE OF THE SYSTEM OR SERVICE IS INTENDED TO PROVIDE PATIENT WITH MEDICAL ADVICE, A DIAGNOSIS OR TREATMENT.

PATIENT MUST ALWAYS SEEK THE ADVICE OF PATIENT'S PHYSICIAN OR OF ANOTHER QUALIFIED MEDICAL PRACTITIONER WITH ANY QUESTIONS PATIENT MAY HAVE REGARDING A SPECIFIC MEDICAL CONDITION OR PERCEIVED CONDITION.

4. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (I) IN NO EVENT SHALL BIOTELEMETRY OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ITS LICENSORS OR SUPPLIERS BE LIABLE TO PATIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED

TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA, UNAUTHORIZED DISCLOSURE TO OR ACCESS OF PATIENT DATA, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY PERSONAL INJURY OR PROPERTY DAMAGE CLAIM OR ANY OTHER TYPE OF CLAIM, EVEN IF BIOTELEMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND, (II) IN NO EVENT SHALL BIOTELEMETRY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY PATIENT TO BIOTELEMETRY UNDER THIS AGREEMENT. THE PARTIES AGREE THAT THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION 5 FORMS AN ESSENTIAL BASIS OF BIOTELEMETRY'S WILLINGNESS TO GRANT PATIENT THE USE OF THE SYSTEM AND ACCESS TO AND USE OF THE SERVICE AND IS INDEPENDENT OF EACH AND EVERY LIMITED REMEDY THAT PATIENT MAY HAVE.

5. Indemnity. Patient agrees to indemnify and hold harmless BioTelemetry, Inc., its subsidiaries, and its officers, directors, employees, agents and suppliers from and against all claims of third parties arising out of or related to Patient's use or misuse of the System and/or the Service, or attributable to Patient's breach of this Agreement. BioTelemetry shall control the defense and any settlement of such claim, and Patient shall cooperate with BioTelemetry in defending against such claims.

6. General Provisions. This Agreement may be modified or amended only by a written instrument signed by Patient and BioTelemetry. Any terms and conditions issued by Patient shall not be binding on BioTelemetry, Inc., or its subsidiaries, officers, directors, employees, agents or suppliers, and shall not modify these Terms and Conditions. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party against whom enforcement thereof is sought. Neither party hereto shall be liable to the other for any failure to perform its obligations under this Agreement due to causes beyond the reasonable control of that party, including, but not limited to, strikes, boycotts, labor disputes, embargoes, unavailability of or failures due to telecommunication networks (including, without limitation, the Internet), acts of God, unavailability of or insufficient utilities, acts of public enemy, acts of governmental authority, floods, riots, or rebellion. This Agreement shall be governed by and construed solely in accordance with the laws of the State of Pennsylvania, without reference to its choice of

law rules. Any and all proceedings arising under or in any way relating to this Agreement shall be maintained in the state or federal courts located in Chester County, Pennsylvania, which courts shall have exclusive jurisdiction for such purpose, and Patient hereby consents to the personal jurisdiction of such courts. Patient acknowledges that in the event of an actual or threatened violation of the terms and conditions of this Agreement, BioTelemetry may not have an adequate monetary remedy and shall be entitled to seek injunctive relief without any requirement to post bond, in addition to any other available remedies. If any term or provision of this Agreement is illegal or unenforceable, it shall be deemed adjusted to the minimum extent to cure such invalidity or unenforceability and all other terms and provisions of this Agreement shall remain in full force and effect

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CAUTION:

U.S. Federal law restricts this device to sale by or on the order of a physician
BioTel Heart CARDIOKEY Holter Recorder is property of CardioNet, LLC, and should be returned to CardioNet, LLC., 2750 S. 18th Place, Suite 100, Phoenix, AZ 85034-4079

IMPORTANT REMINDER:

This device provides a diagnostic test.

It is not an emergency response service.

If at any time you experience a symptom that you feel is a medical emergency, you should immediately dial 911 for medical assistance.

Phone Support: 1-877-593-6421

Hours of Operation: M – F, 8:00 AM – 8:30 PM EST

Email Support: CardioKeySupport@gobio.com

IMPORTANT REMINDER:

We are not an emergency response service. If at any time you experience a symptom that you feel is a medical emergency, you should immediately dial 911 for medical assistance.



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