

PRIVACY POLICY

Privacy Statement

Introduction

Welcome to our mobile application. This Mobile Application is maintained as a service to our customers. By using this Mobile

Application, you agree to comply with and be bound by the following terms and conditions of use. Please review the Privacy Statement carefully. If you do not agree to these terms and conditions, you should not use this mobile application.

Agreement.

This page specifies the Terms and Conditions for access to and use of AllCare EVV (the “APP”) and describe the terms and conditions applicable to your access of and use of the APP. This Agreement may be modified at any time by Home Health Care

Software LLC (DBA: AllCare Software) upon posting of the modified agreement. Any such modifications shall be effective immediately. You can request the most recent version of these terms at any time by contacting All Care Software at 612-888-7255. The Terms and Conditions on the website at the time when the contract is entered into binds the parties for the

remainder of the contract term.

Usage & Agreement

Home Health Care Software LLC, doing business as ALLCARE SOFTWARE (“ACS”) will not license, disclose, sell, or otherwise

share information gathered on or through the APP except as described in the Privacy Statement. This Privacy Statement are those referred to in the General Terms and Conditions to the Master Services Agreement between ACS and each customer of Hosted Services. In the event of any inconsistency between this Privacy Statement and the applicable Master Services Agreement, the terms of the Master Services Agreement shall govern.

Legal Requirements

Use and disclosure of “personal information” is subject to extensive United States Federal and state regulation. Each Customer

and each User agree to always comply with their respective obligations, all regulations promulgated there under from time to time

and all other applicable Federal and state laws and regulations. While ACS provides an infrastructure for efficient storage, retrieval, and distribution of information, making determinations on disclosure, sharing and distribution of information is solely the

responsibility of Customers, Users, and their advisors.

Access

Access to customer information and records will be strictly controlled by username, passwords, agency codes and in some cases

authentication devices and PIN numbers issued to individual Users. It is the responsibility of each User to maintain secrecy of

passwords, PIN numbers and other security measures always to prevent unauthorized use and access. Customers and User shall

indemnify ACS from and against all liability, loss or damage arising from unauthorized use of Users’ password, PIN number,

and/or authentication device subject to the state tort liability limits contained in Chapter 466 of the Minnesota Statutes, unless

such unauthorized use is solely or primarily attributable to the gross negligence or willful misconduct of ACS.

Customer Information

While providing the Services, ACS will receive from Customers and Users information about Customers and Users and will moreover gather details of their usage of the Hosted Services. ACS will not disclose information received about individual Customers or Users, or details regarding an individual Customer’s or User’s usage of the Hosted Services, except as necessary to

perform the Hosted Services or to comply with laws or legal process. ACS may, however, disclose information regarding its Customers and Users, and patterns of use of the Hosted Services, on an anonymous or aggregate basis.

Information Collection and Use

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information.

The information that we request will be retained by us and used as described in this privacy statement.

The app does use third party services that may collect information used to identify you.

Link to privacy policy of third-party service providers used by the APP.

- [Google Play Services](#)

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory. This Service does not use these "cookies" explicitly. However, the app may use third party code and libraries that use "cookies" to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

Log Files

We use IP addresses to analyze trends, administer the site, track user movement, and log information for security purposes. IP addresses are not linked to personally identifiable information. All such collected information will be available for review by Customer, to enable Customer to track usage by the various Users.

Links

Our APP may contain links to other sites. Please be aware that ACS is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each Web site that collects personally identifiable information.

Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Children's Privacy

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

Communications

Existing Customers and Users will occasionally receive information about products and services. We respect the privacy of our users and offer the option not to receive these types of communications.

Misuse and Termination

Misuse of ACS's APP Service such as by hacking, spamming, solicitations whether commercial or non-commercial, or transmission of information that is harmful, obscene, harassing, libelous or illegal is strictly forbidden. Any such activity, and any other violation of these Terms and Conditions and Privacy Statement or the Master Services Agreement by a Customer or User may, in ACS's discretion, result in termination of Hosted Services by ACS to the Customer or User without notice, and entitle ACS to all other remedies available under applicable law. Without limiting the generality of the foregoing, termination may also result if ACS has reason to believe that a Customer or user is not in compliance with laws governing privacy or disclosure of health information or that a patient consent has been withdrawn or revoked. Finally, failure of a Customer to pay any sum due and owing to ACS under the Master Services Agreement for services which ACS has performed in conformance with the specifications in that Agreement or otherwise shall constitute grounds for termination of the Hosted Services.

No warranties

This APP is provided "as-is" without any representations or warranties, express or implied. ACS makes no representations or warranties in relation to the App or the information and materials provided on this App.

Without prejudice to the generality of the foregoing paragraph, ACS does not warrant that:

- this App will be constantly available, or available at all; or
- the information on this App is complete, true, accurate or non-misleading.

Nothing on this App constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

Limitations of liability

ACS will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use

of, or otherwise in connection with, this App:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business

relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if ACS has been expressly advised of the potential loss.

Reasonableness

By using the App, you agree that the exclusions and limitations of liability set out in this App disclaimer are reasonable.

If you do not think they are reasonable, you must not use this APP.

Other parties

You accept that, as an LLC entity, ACS has an interest in limiting the personal liability of its officers and employees. You agree

that you will not bring any claim personally against ACS officers or employees in respect of any losses you suffer in connection

with the APP unless ACS engages in intentional wrongdoing or gross negligence.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this APP disclaimer

will protect ACS officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as ACS.

Unenforceable provisions

If any provision of this Privacy Statement is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Privacy Statement.

Indemnity

You hereby indemnify ACS subject to the state tort liability limits contained in Chapter 466 of the Minnesota Statutes and undertake to keep ACS indemnified against any losses, damages, costs, liabilities and expenses including without limitation legal

expenses and any amounts paid by ACS to a third party in settlement of a claim or dispute on the advice of ACS legal advisers

incurred or suffered by ACS arising out of any breach by you of any provision of these terms and conditions or arising out of any

claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to ACS other rights under these terms and conditions, if you breach these terms and conditions in any way,

ACS may take such action as ACS deems appropriate to deal with the breach, including suspending your access to the website,

prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting

your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

ACS may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website

from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure

you are familiar with the current version.