Welcome to AHA’s heart failure tool HF Path™ a digital tool available as a mobile app and an online tool (the “App”). The App is provided by The American Heart Association, Inc., a New York non-profit corporation (the “AHA”, “We”, “Us”, or “Our”). The App is a digital self-management program to help give users (“User” or “Users”) a better quality of life through symptom management, treatment adherence, and social support. This Agreement is between AHA and you (“You” or “Your”). Please carefully read this Agreement.

PLEASE READ THIS ENTIRE DOCUMENT. THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE AMERICAN HEART ASSOCIATION.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND LOCATED IN THE UNITED STATES TO ACCEPT THESE TERMS OF SERVICE.

TO USERS FROM OUTSIDE THE UNITED STATES

The App is governed by United States law. If You are using the App from outside the United States, please be aware that Your information may be transferred to, stored, and processed in the United States or other countries, depending on the location of the servers of AHA or AHA Suppliers. The data protection and other laws of the United States and other countries might not be as comprehensive as those in Your country. BY USING THE APP, YOU CONSENT TO YOUR INFORMATION BEING TRANSFERRED TO OUR FACILITIES AND TO THE FACILITIES OF THOSE THIRD PARTIES WITH WHOM WE SHARE IT AS DESCRIBED IN THE AHA Privacy Policy & Standards and the AHA Privacy Statement. IF YOU ACCESS OR USE THE APP OR ANY CONTENT FROM OUTSIDE THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR ALL U.S. AND OTHER EXPORT LICENSES AND GOVERNMENTAL CONSENTS RELATED TO SUCH ACCESS OR USE, AND TO ANY SUBSEQUENT RE-EXPORT OF ANY OR ALL OF THE APP OR CONTENT. In addition, information that we publish on the internet may contain references or cross references to our products, programs and services that are not announced or available in Your country. Such references do not imply that we intend to announce such products, programs, or services in Your country.

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3. **Trademarks.** Unless otherwise labeled, all trademarks, service marks, logos, photos, images, avatars, banners, page headers, and any other branding elements displayed on this App (collectively, the "Marks") are the property of AHA. Except as expressly set forth in this Agreement, You may not display, link to, or otherwise use the Marks. Additionally, AHA trademarks, including the following registered trademarks of AHA--American Heart Association, Learn and Live, and the Heart and Torch symbol, together with any revisions, updates or registered alternative marks—may not be used except with the express, prior written consent of AHA.

4. **Privacy.** AHA’s Privacy Policy, available at this link, governs Use of the Services. The terms of AHA’s Privacy Policy...
are incorporated into this Agreement. You agree that We may use all information provided by You on this web App for
the purpose for which You provide the information, such as to complete a transaction or to register You for a program or
communication at Your request. AHA is not required to secure any personal information You enter into the Services and
You assume all risk of disclosure for any information entered, including unintended disclosure such as due to unauthorized
access or monitoring of Your activities within the Services. You are free to delete the App and stop using the Services at
any time.

If You provide information to third parties on or through the App (including, to third party providers of products,
software, services or content on the App), You acknowledge such third parties are not be bound by AHA’s Privacy Policy
and that such third parties may or may not have restrictions on use of such information. You acknowledge We are not
responsible or liable for the use by any third party of Your information, including personal or confidential information.

AHA CANNOT AND DOES NOT CONTROL ANY THIRD-PARTY CONTENT (INCLUDING WITHOUT LIMITATION ANY
POSTINGS BY USERS OR THIRD PARTIES ON THE APP), OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY
COMMUNICATIONS FACILITATED BY THE APP. AHA SPECIFICALLY DISCLAIMS, TO THE EXTENT PERMISSIBLE BY LAW, ANY
RESPONSIBILITY FOR ANY ACTION OR INACTION BY ANY USER OR OTHER PARTY IMPACTED BY THE APP. By using the App,
You agree that any legal remedy or liability that You seek to obtain for actions or omissions of other Users, AHA Suppliers,
or other third parties will be limited to a claim against the particular User, AHA Supplier, or other third party that caused
You harm. YOU AGREE NOT TO ATTEMPT TO IMPOSE LIABILITY ON OR SEEK ANY LEGAL REMEDY FROM AHA WITH RESPECT
to OTHER USER, AHA SUPPLIER, OR THIRD-PARTY ACTIONS OR OMISSIONS TO THE EXTENT PERMISSIBLE BY LAW.

5. **De-Identification of Data.** We reserve the right to remove those elements of data that might be used to associate
data with You or any other individual, or to “de-identify” the data We collect, and use and share such de-identified data
for our business purposes. Aggregated, de-identified data may also be used for health trend analysis, disease control, in
assessing the effectiveness of various health programs and for other data analytics and business purposes. Depending on
the circumstances, We may or may not charge third parties for this de-identified data. By using the App, you grant us the
right to accept payment or other remuneration for such aggregated, de-identified data. We require parties with whom we
share aggregated, de-identified data to agree that they will not try to make this information personally identifiable.

6. **Restrictions on Use.** You agree not to copy, license, sell, transfer, make available or otherwise distribute the
Services to any entity or person without prior written authorization from Us. You agree to use Your best efforts to stop
any unauthorized copying or distribution immediately after such unauthorized use becomes known to You. Without
limiting its remedies for breach of this Agreement, We reserve the right to end any relationship with You if You violate
these terms and may or may not issue refunds of any amounts paid to AHA for the Services or any other products or
services. We reserve the right at any time in Our sole discretion to modify, suspend, or discontinue the App (or any portion
thereof) with or without notice. You warrant that all information provided to Us through the Services are accurate and
that the person providing the information and making application is over the age of 18 years, legally able to enter this
Agreement, authorized by the entity You represent to enter into this Agreement, and that you are permitted under the
laws of Your local jurisdiction to do so.

We reserve the right to not post or to remove without prior notice any of Your content that, in our sole discretion,
violates this Agreement. You hereby represent and warrant to Us and our Affiliates that You own all right, title and interest
in and to any content that You provide or upload to the App, or that You have sufficient rights, whether by implication,
estoppel, or otherwise, to grant Us the rights discussed in this Section. By providing or uploading any content to the App,
You grant Us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, store,
reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such content
throughout the world in any form, media, software, or technology of any kind. In addition, You waive all moral and
economic rights in the content and warrant that all moral rights applicable to such content have been waived. You also
grant AHA the right to use Your name in connection with the reproduction or distribution of such material.

7. **Representations and Warranties.** THE SERVICES ARE PROVIDED BY US ON AN "AS IS" BASIS WITH NO WARRANTIES
OF ANY KIND. We make every effort to verify the information and functionality provided but makes no warranties
regarding the completeness, accuracy, reliability or availability of the Services. We are not responsible for the availability,
reliability, accuracy or information provided on any web Apps or in any materials that may be linked to this App that are
not controlled by Us. Because You determine what information to enter into the Services, We are not responsible for the
accuracy of user-created data or any functionality that works on the user-created data. We expressly disclaim all
warranties, whether express or implied, regarding the App, including, without limitation, all warranties of title,
You represent, warrant, and covenant for the benefit of AHA and any Affiliates that: (a) You have the legal right and authority to enter into this Agreement and, if You are accepting this Agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this Agreement; (b) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement You enter into in connection with the App; and (c) all information You provide to Us in connection with this Agreement and Your access to the App is correct and current.

8. **Limitation of Liability.** In no event is AHA liable to you or to any user of the Services or to any other person or entity for any direct, indirect, special, exemplary, or consequential damages, including lost profits. This limitation is effective whether based on breach of warranty, contract, negligence, strict liability, lost opportunity, or otherwise, arising under this Agreement or any performance under this Agreement, whether or not You had any knowledge, actual or constructive, that such damages might be incurred. In the event You are dissatisfied with, or dispute these terms of this Agreement, the App or the Content, Your sole right and exclusive remedy is to terminate Your use of the App and Content, even if that right or remedy is deemed to fail of its essential purpose. You confirm that We have no other obligation, liability or responsibility to You or any other party.

9. **Indemnification.** You will indemnify, defend and hold harmless Us and Our affiliates, officers, volunteers, employees, and agents (“Affiliates”), against any claim, damages, loss, liability, suits or expense arising out of the Your use of the Services.

10. **Conflict with Other Agreements.** This Agreement applies solely to the limited purposes for which the Services are provided. You may be required to agree to other terms in other documents for other purposes in order to do business with or receive products or services from AHA not provided in this particular Service. Nothing in this Agreement is intended to conflict with or supersede the provisions of any other contract with AHA.

11. **Registration.** To access the App, You must become a registered user (a “Registered User”) of the App. Your approval as a Registered User is at Our discretion. Upon approval as a Registered User, You will be asked to create a password-protected account (an “Account”). You agree to keep Your Account information and password confidential. You may not share Your Account information or password with a third party. You agree to notify Us immediately of any actual or suspected unauthorized use of Your Account. You are solely responsible for all activities that occur through Your Account. We will not be responsible for any loss to You caused by Your failure to comply with these obligations. In connection with Your application to become a Registered User, You will be asked to submit certain information about yourself (“Registration Information”). You represent and warrant that: (a) all Registration Information You provide is true, accurate, current, and complete; and (b) You will maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. As part of the registration process, You may be assigned or permitted to create a user ID for use in identifying Your Account (a “User ID”). You may not: (i) select or use a User ID of another person with the intent to impersonate that person; (ii) use a User ID in which another person has rights without such person’s authorization; or (iii) use a User ID that We deem offensive. Failure to comply with the foregoing will constitute a breach of this Agreement, which may result in immediate termination of Your Account.

12. **Mobile Device.** Your contract with Your mobile network provider (“Mobile Provider”) will continue to apply when accessing or using AHA Apps on Your mobile device (“Mobile Device”). You understand that Your Mobile Provider may charge You fees for Your use of its network while accessing or using AHA Apps, for data downloading, email, text messages, for roaming, and other Mobile Provider or third-party charges, and that YOU ARE SOLELY RESPONSIBLE FOR SUCH FEES AND CHARGES. You understand that AHA Apps are provided over the internet and mobile networks, so the quality and availability of AHA Apps may be affected by factors outside our control. We do not guarantee that this App will be compatible or operate with Your Mobile Provider’s service plans, with any particular mobile device, or other piece of hardware, software, equipment, or device You install on or use with Your Mobile Device. We are not responsible if AHA Apps are unavailable or if You cannot download or access the content on any AHA Apps, for any compatibility or interoperability issues, or for any communication system failure which may result in AHA Apps being unavailable.

You will not:

- install, use or permit an AHA App to exist on more than one Mobile Device at a time, or on any other Mobile Device or computer, other than by means of separate downloads of the Mobile AHA Apps, each of which is subject to a separate license;
• distribute or link an AHA App to multiple Mobile Devices or other services; or
• make an AHA App available over a network or other environment permitting access or use by multiple Mobile Devices or users at the same time.

AHA may offer functionality in AHA Apps in which You may store Your log-in credentials on Your Mobile Devices, so that You can be automatically logged in each time You access AHA Apps. If someone else obtains access to Your Mobile Device (e.g., through theft), the automatic log-in feature will enable that person to have access to Your account. If Your Mobile Device is lost or stolen, it is Your responsibility to contact Your wireless carrier immediately to prevent the unauthorized use of this App. YOU ACCEPT RESPONSIBILITY FOR ANY AHA DAMAGES RESULTING FROM SUCH UNAUTHORIZED ACCESS TO AHA APPS.

For any AHA Apps accessed through or downloaded from a third party, such as the Apple App Store or other mobile application provider (“App Store Provider”), You acknowledge and agree that any terms to which You agree with the App Store Provider are between You and the App Store Provider, and AHA is not a party to any such terms. AHA DISCLAIMS ANY LIABILITY FOR THE ACTIONS OF ANY APP STORE PROVIDER.

13. **Infringement.** If You believe someone is using Your copyrighted work without Your permission on any of the App or Content, contact dmcaagent@heart.org (Designated Copyright Agent). We will respond to claims of copyright infringement reported to our Designated Copyright Agent in accordance with the U.S. Digital Millennium Copyright Act of 1998 ("DMCA") or, as applicable, other laws. Notices of copyright infringement must include the following required information: Your address, telephone number, and email address; A description of the copyrighted work that You claim has been infringed; A description of where the alleged infringing material is located on the App or Content; A statement by You that You have a good faith belief that the disputed use is not authorized by You, the copyright owner, its agent, or the law; An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and A statement by You, made under penalty of perjury, that the above information is accurate and that You are the copyright owner or authorized to act on behalf of the copyright owner.

14. **Miscellaneous.** This Agreement contains the entire agreement relating to the Services. No waiver or failure to enforce Our rights under this Agreement is a waiver or bar to enforcing any other of Our rights. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably waive the right to a trial by jury. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys’ fees and expenses from the other party. Regardless of any statute or law to the contrary but to the extent this limitation is permitted by law, any claim or cause of action arising out of or related to Your use of the App must be filed by You within one (1) year after such claim or cause of action arose or be forever barred. Your obligations under paragraphs 2-9 survive termination of this Agreement.

14.1 **Third-Party Beneficiaries.** Affiliates are intended third-party beneficiaries under this Agreement with the right to enforce the provisions that directly concern Content to which they have rights.

14.2 **Nonassignment.** You may not assign or transfer any of Your rights under this Agreement, and any attempt to do so is null and void.

14.3 **Integration.** This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except upon written changes made by Us. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

14.4 **Severability.** If for any reason any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, such provision will, to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Should any part of this Agreement be declared unlawful, void, or unenforceable, the remaining parts will remain in effect and be enforceable.

14.5 **Headings and References.** All references in this Agreement to Sections, paragraphs, and other subdivisions refer to the Sections, paragraphs, and other subdivisions of this Agreement unless expressly provided otherwise. Titles and headings appearing at the beginning of any subdivision are for convenience only and do not constitute any part of any such subdivision and will be disregarded in construing the language contained in this Agreement. The word “or” is not
exclusive. Words in the singular form will be construed to include the plural and words in the plural form will be construed to include the singular, unless the context otherwise requires.

14.6 Modifications. AHA may, at any time and without notice, to add to, change, update, or modify the App and these Terms of Use, by posting such addition, change, update, or modification on the App. Any such addition, change, update, or modification will be effective immediately upon posting.

15. **MEDICAL DISCLAIMER.** YOU ACKNOWLEDGE THAT THE APP, INCLUDING ANY INFORMATION IN THE APP, IS PROVIDED "AS IS" FOR GENERAL INFORMATION ONLY AND IS NOT A MEDICAL DEVICE. NEITHER THE APP NOR ANY INFORMATION IN THE APP IS INTENDED TO BE OR IS TO BE CONSTRUED, AS MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR AS A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH YOUR INDIVIDUAL MEDICAL NEEDS. YOU SHOULD ALWAYS CONTACT A HEALTH CARE PROVIDER TO OBTAIN A DIAGNOSIS, TO RECEIVE INFORMATION ABOUT POTENTIAL TREATMENTS, AND TO DISCUSS ANY QUESTIONS YOU MAY HAVE ABOUT YOUR HEALTH. **DO NOT DELAY IN SEEKING MEDICAL ASSISTANCE IF YOU HAVE A MEDICAL EMERGENCY. THIS APP IS NOT INTENDED TO ANY MEDICAL SERVICES. IF YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR YOUR HEALTH CARE PROVIDER.**

16. **Need to CONTACT AHA?**
   - Call us toll-free at 1-800-242-8721, or
   - Write to us at National Service Center, American Heart Association, 7272 Greenville Avenue, Dallas, Texas 75231.

17. **Your E-Signature.** USE OF THE APP AND SERVICES ARE SUBJECT TO YOUR COMPLIANCE WITH THE TERMS SET FORTH IN ALL THE DOCUMENTS INCORPORATED INTO THE AGREEMENT. PLEASE READ THIS INFORMATION CAREFULLY. BY CLICKING “I AGREE” OR OTHERWISE SHOWING YOUR AGREEMENT (Your “E-Signature”), OR BY USING OUR APP, YOU ARE ENTERING INTO THIS AGREEMENT ELECTRONICALLY, AND YOUR SELECTION CONSTITUTES YOUR LEGAL SIGNATURE, ACCEPTANCE AND AGREEMENT AS IF THIS AGREEMENT WERE ACTUALLY SIGNED BY YOU IN WRITING. You agree that no certification, authority, or other third-party verification is necessary to validate Your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of Your E-Signature or any resulting contract between You and AHA.