

# Terms of Use

Please carefully review the following terms of use (“Terms of Use”) that govern your access and use of the Lincare website [www.lincare.com](http://www.lincare.com), (“Website”), or other Lincare websites (each a “Site”) or apps (each an “App” or collectively “Apps”), (Apps and Sites, collectively, “Sites” or “the Sites”) owned by Lincare Holdings Inc., its parent, subsidiaries, affiliates and related entities (“Lincare”, the “Company”, “we”, “us”, and “our”) and the associated services (use of Sites and services, collectively, “Use”) offered for Users in the United States. Additional or separate terms may apply to your use of or access to other Lincare Sites, services, or Apps, or participation in any program or promotion. To the extent that the provisions of any additional terms conflict with these Terms of Use, the provisions of the additional terms as applicable to the particular Lincare Site, App, service, or program or promotion, will govern. NONE OF THE SITES IS DIRECTED TO PERSONS UNDER 18. IF YOU ARE UNDER 18 YEARS OF AGE, THEN PLEASE DO NOT USE OR ACCESS ANY SITE OR APP AT ANY TIME OR IN ANY MANNER WITHOUT PARENTAL CONSENT.

By using, downloading or accessing an App or Site, you (“User”, “you” or “your”) acknowledge that you: have read and understood these Terms of Use; are at least eighteen (18) years old and have the legal authority to accept the Terms of Use; and agree to be legally bound by the Terms of Use. If you do not agree to these Terms of Use, please do not access or use any of our Sites. You should review these Terms of Use periodically as they may be revised from time to time by Lincare, and your use afterwards signifies your acceptance of the changed terms.

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## I. GENERAL TERMS OF USE AND RESTRICTIONS ON USE

- A. Access.** Subject to these Terms of Use, Lincare grants Users a limited, revocable, nonexclusive, nontransferable personal right to access and make Use of the Sites and services solely for the benefit of the User and no other commercial purpose. If you do not comply with these Terms of Use, Lincare reserves the right to revoke your license or limit your access to the Sites.
- B. Children.** The Sites and related services are not aimed at or intended for children under the age of 13. If you are under the age of 13, please DO NOT USE the Sites. Lincare does not accept registration from children under the age of 13 and no one under the age of 13 may provide any information to or through the Sites. If you are above the age of 13 and under the age of 18, you must obtain parental consent before using the Sites.
- C. Copyrights and Trademarks .** All content and materials on the Sites, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, user interfaces and software is the property of Lincare and/or third

party licensors and protected by United States and international copyright laws. All trademarks, trade dress, service marks, logos, trade names and other source-identifying designations, including combinations thereof, are proprietary to Lincare. The content and materials are intended for your personal, noncommercial use. You may make one copy of the materials displayed on the Sites for your personal, noncommercial use only. No right, title or interest in any content or materials is transferred to you as a result of any such copying. You may not reproduce, republish, upload, post, transmit, modify, create derivative works from, decompile, disassemble, reverse engineer or otherwise attempt to derive any software or portion of the Sites, sell or distribute in any way the content and materials on the Sites.

**D. Restrictions on Use** . You agree to use the Sites and related services only for lawful purposes and to follow all applicable laws and regulations of the United States and any state in which you reside that are in effect and that may be in effect in the future when using Sites and Lincare services. While using the Sites, you will not:

- Use any Site or App for the purpose or in any manner that violates any local, state, federal or foreign law or regulation, third party rights, including intellectual property rights, or Lincare’s policies;
- Be libelous, defamatory, harmful, harassing, threatening, misleading, or discriminatory;
- Affect us adversely or reflect negatively on the Sites, Lincare, our goodwill, name or reputation or any third party;
- Take any action to circumvent, compromise or defeat any security measures implemented in the Sites including to gain unauthorized access to any Site or App, other users’ accounts, names, passwords, Personally Identifiable Information or other computers, websites or pages, connected or linked to the Sites or to use the Sites in any manner which violates or is inconsistent with these Terms of Use;
- Disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the App or other Site or the rights or use of the Sites by any other third party person or entity (“Person”), or collect, obtain, transmit, reproduce, delete, revise, display any material or information, whether personally identifiable or not, concerning any other Person, unless you have obtained the express, prior permission of such other Person.

**E. Registration and Account Information** . To use additional services offered through the Sites, a User may be required to register and create an account. To register and create an account, you must create login credentials (a username and password) and provide personal information and your patient ID number (“Registered Account”). As a registered User, you must maintain confidentiality of your login credentials and remain responsible for all activities that occur under your Registered Account. Should you become aware of or suspect any

unauthorized use(s) of your Registered Account, you will immediately notify Lincare. You will ensure that you exit from your Registered Account at the end of each session when accessing the additional services.

- F. Medical Information** . Our Sites may contain information related to various medical conditions and treatments. Such information is provided for informational purposes only and is not meant to substitute the advice of a physician. You should not use this information for diagnosing or treating a health problem or disease. In order for you to make informed healthcare decisions, you should always consult with your physician for your personal medical needs. Lincare is not providing materials to you for the purpose of providing you medical advice and you should not rely on the materials in deciding on your medical treatment, drug usage, or any other medical advice regarding the materials. We encourage you to consult your physician in connection with any and all treatment options that may be available to you.
- G. Accuracy of Information** . While Lincare strives to provide accurate information, we cannot guarantee that materials and information, available through the Sites will be accurate, timely or complete. You agree that Lincare is not responsible for any consequences arising from your reliance on the accuracy of any materials and information available through the Sites. No information or materials provided through the Sites is intended to provide medical advice. You should always consult with your physician or other qualified healthcare provider before starting or discontinuing any treatment.

## **II. PRIVACY**

When you are required to create an account to access Lincare services offered on the Sites, you will provide Lincare with Personally Identifiable Information. Our Privacy Policy explains how we treat and protect your Personally Identifiable Information when you Use our Sites. The terms and conditions of our Privacy Policy located at <http://www.lincare.com/privacy-policy> are hereby expressly incorporated into these Terms of Use.

## **III. LINKS AND SENDING CONTENT**

Lincare or third parties may provide links to other websites or resources on the Internet through the Sites. Lincare has no control over such websites or resources. As such, you agree that we are not responsible for the availability of other external websites or resources and are not responsible for any content, advertising, products, or materials on or available from such websites or resources. You also agree that Lincare is not responsible for any tracking or targeted advertising that may occur as a result of your visiting or accessing such other websites. You access the other linked websites and resources at your own risk.

## **IV. REVIEWS, COMMENTS AND OTHER SUBMISSIONS**

We welcome your comments and feedback regarding our Site and services. We do not, however, accept confidential or proprietary information. All comments, feedback, suggestions, ideas, materials, information and other submissions (e.g., postings to chat, boards, or contests), disclosed, submitted or offered to Lincare using this Sites or otherwise (collectively, "Submissions") will be considered by Lincare as not confidential or proprietary to you or your

source and will become and remain our property. Lincare shall not be liable for any use or disclosure of any Submissions. The disclosure of Submissions will constitute an assignment to Lincare of all rights, title and interest and goodwill in the Submissions without compensation to the provider of Submissions. Submissions by you must not violate any right of any third party, and not contain any libelous, abusive, obscene or otherwise unlawful material.

## **V. DISCLAIMERS AND LIMITATION OF LIABILITY**

THE SITES AND THE SERVICES ARE PROVIDED BY LINCARE ON AN "AS IS" AND "AS AVAILABLE" BASIS. LINCARE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, LINCARE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOUR USE OF THE SITES AND SERVICES IS AT YOUR SOLE RISK. LINCARE IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INCORRECT INFORMATION POSTED ON THE SITES OR RESULTS OF YOUR USE OF THE INFORMATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

LINCARE USES REASONABLE EFFORTS TO MAINTAIN ITS SITES AND SERVICES BUT LINCARE IS NOT RESPONSIBLE FOR ANY DEFECTS OR FAILURES ASSOCIATED WITH THE SITES, SERVICES, RELATED TECHNOLOGY, ANY PART THEREOF, ANY CONTENT POSTED USING THE SITES, OR ANY DAMAGES (SUCH AS LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES) THAT MAY RESULT FROM ANY SUCH DEFECTS OR FAILURES. THE SITES MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING WITHOUT LIMITATION: (A) EQUIPMENT MALFUNCTIONS; (B) PERIODIC MAINTENANCE PROCEDURES OR REPAIRS; OR (C) CAUSES BEYOND THE CONTROL OF LINCARE OR WHICH ARE NOT FORESEEABLE BY LINCARE.

NEITHER LINCARE NOR ITS AFFILIATES SHALL BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SITES. IN ANY EVENT, LINCARE'S AGGREGATE LIABILITY RELATING TO OR ARISING FROM YOUR USE OF THE ANY SITES MAY NOT EXCEED \$10,000.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **VI. INDEMNIFICATION**

If you use the Sites in any way that results in damage to Lincare, you will need to take responsibility for such damage. You agree to indemnify, defend and hold harmless Lincare, our Affiliates and our officers, directors, shareholders, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims, demands, obligations, damages, losses, liabilities, expenses, and costs, including reasonable attorneys' fees, arising from (a) your access or use of the Sites; (b) breach of these Terms of Use; or (c) infringement or misappropriation of any intellectual property or other rights of Lincare or third parties by you.

## **VII. EXPORT**

Unless otherwise specified, the Sites (including any related materials and services) are intended solely for Users residing in the United States. In accessing the Sites, you are responsible for compliance with local laws, if and to the extent local laws are applicable. Certain software or other materials that you may obtain through the Sites may be further subject to export controls. You will comply with all applicable export and re-export restrictions, laws, and regulations and you will not transfer, encourage, assist, or authorize the transfer of any software or materials to a prohibited country or otherwise in violation of any restriction, law or regulation.

## **VIII. TERMINATION**

These Terms of Use are effective unless and until terminated by Lincare. You may terminate these terms at any time by discontinuing use of the Sites and destroying all materials obtained from the Sites and all related documentation and all copies and installations thereof, whether made under these terms and conditions or otherwise. Your access to the Sites may be terminated immediately without notice from us if, in our sole discretion, you fail to comply with any term or provision of these Terms of Use. Upon termination, you must cease use of the Sites and destroy all materials obtained from such Sites and all copies thereof, whether made under these terms and conditions or otherwise.

## **IX. NOTIFICATION OF COPYRIGHT INFRINGEMENT**

If you believe that any of the Sites contain elements that infringe your copyrights, please provide Lincare with the following information in writing:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For additional information regarding this procedure, please reference 17 U.S.C. 512.

## **X. DISPUTES**

Please contact Lincare at the information provided below regarding any claim or controversy arising out of or relating to these Terms of Use, or any breach thereof, and we will attempt in good faith to resolve the claim, or we can agree to engage in mediation. Each party agrees to

pay for its own expenses in engaging in mediation and split the mediator fees. Any claim, dispute or controversy that cannot be resolved through mediation within thirty days, will be settled by arbitration as set forth below.

- A. Arbitration.** Except for claims or controversies for which Lincare may pursue injunctive relief, any claim, dispute, or controversy arising out of or relating to the Sites, these Terms of Use, or the breach, termination, enforcement, interpretation or validity of these Terms of Use, will be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") before a single arbitrator. The AAA Rules are available online at [adr.org](http://adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by AAA's applicable rules. The arbitrator's decision shall be controlled by these Terms of Use and any of the other agreements referenced herein. Unless you and Lincare agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. If the claim or controversy is for \$10,000 or less, Lincare agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator(s), through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If the claim or controversy exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which the award is based.
- B. Limitation on Time to File.** IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- C. Arbitration on an Individual Basis Only; Class Arbitration Waiver** . YOU AGREE THAT, BY ACCEPTING THESE TERMS OF USE, YOU AND LINCARE ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION. THESE TERMS OF USE EVIDENCE A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. IF FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, LINCARE AND YOU HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.
- D. Applicable Law** . Although the Sites are accessible over the Internet and therefore worldwide, the Sites and their content are intended for residents of the United States only. If you choose to access any of the Sites from locations outside the United States, such conduct is at your own risk and subject to the laws of the United States of America, which may differ from privacy laws in your state or home country, and you are responsible for compliance with any local laws. Nothing in the Sites should be interpreted as a promotion or solicitation for any product of any nature that is not authorized by the laws and regulations of the country where you are located. You agree that the laws of the State of Florida, without giving effect to any principles of conflicts of law, govern these Terms of Use and any dispute of any sort that may arise between you and us or any of our Affiliates. Lincare and you acknowledge that these Terms of Use evidence a transaction involving interstate commerce. Notwithstanding the foregoing paragraph with respect to applicable substantive law, any arbitration

conducted pursuant to the Terms of Use shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16.

- E. **Conflict**. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the AAA, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.
- F. **Injunctive Relief**. Notwithstanding anything to the contrary, Lincare retains the right to seek injunctive relief if you use an App or Site in violation of the access rights, or the restrictions on use, infringe upon or misappropriate Lincare's intellectual property rights, or breach your obligation to maintain confidentiality of Lincare's confidential or proprietary information made available to you through a Site or App.

## **XI. MISCELLANEOUS**

These Terms of Use, together with our Privacy Policy, any additional terms, rules, or other policies to which Lincare refers contain the entire agreement between you and Lincare and supersedes any prior or contemporaneous agreements concerning the subject matter hereof. No delay or omission by Lincare or you in exercising any right under these Terms of Use will operate as a waiver of that or any other right. We reserve the right to modify these Terms of Use or any additional terms that apply to the Sites, at any time, and will post or display notices of material changes to the Term of Use on the Site. Any modifications become effective once posted. You should review these Terms of Use regularly. Your continued access or Use of the Sites after the Terms of Use have been revised constitutes your express consent to the modified Terms of Use. If a particular term or condition is deemed not enforceable, invalid or void, that term or condition shall be deemed servable and not affect the validity and enforceability of any remaining terms or conditions.

All data protection and privacy laws, principles, policies, and agreements are applicable to the country (and state where applicable) in which you are viewing and interacting with this website is located and all countries (and states where applicable) in which recipients and viewers of content and messages via this website are located, including but not limited to the CAN-SPAM Act 2003 and Canada's anti-spam legislation (CASL). Lincare's data protection policies give consideration to the application of the European Union General Data Protection Regulation 2016 ("GDPR) for the transmission and receipt of all data, and once applicable, the relevant member state laws or regulations giving effect to or corresponding with any of them for members of states of the European Union shall apply.

### **XIII. CONTACT US**

Please contact us with any questions or comments about these Terms of Use at:  
Lincare Holdings Inc.  
c/o Legal Department  
19387 U.S. 19 North  
Clearwater, Florida 33764

### **DATE LAST MODIFIED**

These Terms of Use were last modified on November 3, 2018.