

Terms and Conditions for Remote Patient Monitoring Service – provided by “Premier Health Solutions” registered company

1. Introduction

Welcome to “Remote Patient Monitoring” (the "Service"), a web application and monitoring developed by “Premier Health Solutions” that enables remote monitoring of blood pressure and other vitals to help manage chronic health conditions. By using our Service and the equipment provided by Premier Health Solutions, you agree to these Terms and Conditions ("Terms"), which govern your access to and use of the Service.

2. Acceptance of Terms

By creating an account and using this Service, you acknowledge that you have read, understood, and agreed to comply with these Terms. If you do not agree to these Terms, you should not use the Service.

3. Eligibility

To use the Service, you must be at least 18 years old or have parental consent if you are under the age of 18, and be legally able to enter into this agreement.

4. Description of Service

Our Service enables users to monitor and record their blood pressure readings and other vitals remotely. Data collected through this Service is intended for informational purposes only and should not replace professional medical advice, diagnosis, or treatment.

5. Equipment Ownership and Usage

- **Equipment Ownership:** You fully understand that the equipment provided to you is the property of Premier Health Solutions. You are given permission to use this equipment solely for the purpose of monitoring your vitals to manage your chronic medical conditions as instructed by Premier Health Solutions.
- **Usage Guidelines:** You agree to use the equipment only as instructed by Premier Health Solutions and solely for your own health monitoring.

- **Financial Responsibility:** If the equipment is damaged or lost, You are financially responsible for the full cost of replacement at the market value assessed at that time.
 - **Obligation to Collect Vitals:** You fully understand that You are required to collect your personal vitals and monitoring data daily, for a minimum of 18-20 days per calendar month, to meet the qualifications of the RPM program. Failure to do so may result in revocation of the equipment by Premier Health Solutions.
 - **Return of Equipment:** You agree to return the equipment within 24-48 hours if requested by Premier Health Solutions to allow for further utilization in their RPM program.
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6. Privacy, HIPAA Compliance, and Communication Permissions

We are committed to protecting your personal health information (PHI) in accordance with HIPAA regulations. By using this Service, you agree to our data practices as outlined in our [<https://premierhealthsolutionsusa.com/privacy-policy>](link to privacy policy).

- **Data Collection and Security:** We collect and securely store data, including your blood pressure, pulse, oxygen levels, and other vitals, in Premier Health Solutions's Electronic Medical Record System.
 - **Data Security:** We implement administrative, physical, and technical safeguards to protect your PHI against unauthorized access or disclosure.
 - **Data Sharing:**
 - We will not disclose your health information to third parties except as permitted by HIPAA and other applicable laws, or with your explicit consent.
 - **Communication Permissions:**
 - By using this Service, you consent to receive communications from us via **phone calls, SMS (text messages), email, the web app interface, and any other available modes of communication**. This may include appointment reminders, health alerts, notifications, and other relevant service information.
 - **Opting Out:** You may opt out of certain communications by following the unsubscribe instructions included in emails or by contacting us. However, please note that opting out of essential service-related communications may affect the functionality of the Service.
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7. User Responsibilities

You are responsible for:

- **Providing Accurate Information:** You agree to provide accurate and complete information during the registration and usage of our Service.

- **Protecting Your Account:** You are responsible for maintaining the confidentiality of your account information and any activities that occur under your account.
 - **Following Medical Advice:** This Service does not replace professional medical advice. Always seek advice from a qualified healthcare provider for any health concerns.
 - **Personal Use:** You are the only person permitted to use the remote monitoring equipment as instructed, solely for personal health monitoring.
 - **Safekeeping of Equipment:** You will not tamper with or misuse the equipment and understand that You are personally and financially responsible for any lost or damaged equipment.
 - **Internet Usage Restriction:** You fully understand that the devices provided are designated for Premier Health Solutions’s RPM program and are not intended or permitted for internet use outside this program.
 - **Emergency Medical Needs:** You fully understand that this equipment is not monitored 24/7 and is not an emergency response unit. If You experience abnormal readings or a medical emergency, You are responsible for seeking immediate medical help or calling 911.
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8. Data Use and Retention

Your data is collected, used, and retained in accordance with HIPAA and our [<https://premierhealthsolutionsusa.com/privacy-policy>](link to privacy policy). Data will be stored securely and accessed only for program purposes.

9. Disclaimer of Medical Liability

The Service is provided for informational purposes only and does not constitute medical treatment or therapy. It is not a substitute for regular medical visits or professional medical advice. Premier Health Solutions and its affiliates are not liable for any health-related decisions made based on the information provided by this Service. Always consult a healthcare provider for medical advice.

10. Monitoring and Review Schedule

- **Periodic Monitoring:** You fully understand that your readings will be reviewed periodically, according to your care plan with your “Primary Care Provider / Doctor / Doctors” in collaboration with Premier Health Solutions, and not on a continuous 24/7 basis. You will be contacted by “Your Primary Care Provider” or associates working with Premier Health Solutions through phone, SMS, or email periodically to discuss my progress.

11. Opt-Out and Equipment Return

- **Program Withdrawal:** You fully understand that You may withdraw your consent and discontinue participation in this program at any time by returning the devices to Premier Health Solutions and notifying them in writing.

12. Limitation of Liability

To the maximum extent permitted by law, Premier Health Solutions and its affiliates are not liable for damages resulting from the use or inability to use the Service, including damages due to data breaches, service interruptions, or equipment-related issues.

13. Agreement Validity

This agreement is valid as long as You are in possession of the RPM equipment/device; and utilizing the “Web Application and Web related Services”.

14. Termination

We reserve the right to suspend or terminate your account if we suspect any violation of these Terms, illegal activity, or any other misuse of the Service.

15. Intellectual Property

All content, software, and trademarks related to the Service are the property of Premier Health Solutions or its licensors. Users are granted a limited license to use the Service as intended and may not copy, distribute, or modify any part of the Service without our written consent.

16. Changes to Terms

We reserve the right to update or modify these Terms at any time. If we make changes, we will notify you by email or within the Service. Continued use of the Service constitutes acceptance of the updated Terms.

17. Governing Law

These Terms are governed by the laws of United States of America; without regard to its conflict of law principles.

18. Contact Us

For any questions regarding these Terms, please contact us at:

- **Email:** contact@premierhealthsolutions.us
- **Phone:** 1-888-959-4211
- **Address:** 1887 Whitney Mesa Dr #9852, Henderson, NV - 89014.