

Travel Healthy Terms of Use & User Agreement

MASSACHUSETTS GENERAL HOSPITAL TRAVEL HEALTHY TERMS OF USE AND USER AGREEMENT

BACKGROUND

Travel Healthy (the “Application”) is an application developed by Massachusetts General Hospital (“MGH”) in collaboration with UMass Chan Medical School that collects real-time behavioral and geographical data from U.S. international travelers for clinical research purposes.

Travel Healthy is intended for use solely by participating subjects enrolled in the MGH clinical research study titled: *A Mobile Application for Collecting Symptom and Geographic Data from U.S. International Travelers* (the “Study”). TRAVEL HEALTHY DOES NOT PROVIDE MEDICAL SERVICES, IS NOT A SUBSTITUTE FOR A MEDICAL PROFESSIONAL’S INDEPENDENT PROFESSIONAL MEDICAL JUDGMENT, ADVICE, DIAGNOSIS, OR TREATMENT, AND IS NOT TO BE USED FOR MEDICAL EMERGENCIES. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD CALL LOCAL EMERGENCY SERVICES OR GO TO THE NEAREST EMERGENCY SERVICES FACILITY.

Information that you may provide in connection with the use of this Application is considered “Protected Health Information” (“PHI”) as defined under the Health Insurance Portability & Accountability Act and related laws, rules, and regulations as may be amended from time to time (collectively referred to as “HIPAA”) and is subject to the Mass General Brigham (formerly known as Partners HealthCare) [Notice of Privacy Practices](#).

By clicking the button below labeled, “I Accept” or by accessing or using the Travel Healthy application, you are indicating your acceptance and agreement to be bound by these Terms of Use (“Terms” or the “Agreement”) and you are confirming that you have read the Travel Healthy Application Privacy Policy. Further, Travel Healthy is available by download through the Google Play Store and Apple iOS App Store. This Agreement includes terms specific to Android and Apple iOS device users, as set forth below.

Android Users Only

If you download Travel Healthy on an Android Mobile Device, then the following terms and conditions in this section apply.

You will be responsible for any and all fees charged by Google in connection with the use and download of Travel Healthy.

Both MGH and you acknowledge that this Agreement is between MGH and you, and that Google, Inc. (and any of its subsidiaries) (any of the foregoing, individually or collectively, "Google") is not a party to this Agreement. By clicking the button below labeled, "I Accept" or by accessing or using the Travel Healthy application, you are indicating your acceptance and agreement to all of the terms and conditions of this Agreement, which incorporates by reference the Google Play Store Terms of Service http://play.google.com/intl/en_us/about/play-terms.html (the "Google Play Terms of Service"). Upon valid acceptance of this Agreement (as described above), you agree and understand that you are also bound by the Google Play Terms of Service.

You acknowledge that (i) Travel Healthy relies in part on functionality provided by Google (the "Google Functionality"), (ii) any information that you provide via Travel Healthy may be shared with Google in connection with such use of the Google Functionality, and (iii) all such information shall be handled by Google in accordance with the then-current Google Privacy Policy (currently available at <http://www.google.com/privacy.html>), as may be amended by Google from time to time).

You may contact MGH concerning any defects or performance issues in Travel Healthy. As between MGH and Google, MGH is solely responsible, and Google will have no responsibility, for undertaking or handling the support and maintenance of Travel Healthy and any complaints about Travel Healthy.

IN THE EVENT OF ANY FAILURE OF TRAVEL HEALTHY TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY GOOGLE, AND, IF APPLICABLE, GOOGLE WILL REFUND THE PURCHASE PRICE FOR TRAVEL HEALTHY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO TRAVEL HEALTHY, AND WILL HAVE NO RESPONSIBILITY FOR ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY APPLICABLE WARRANTY.

Apple Users Only

If you download Travel Healthy on an iOS Mobile Device, then the following terms and conditions in this section apply.

You will be responsible for any and all fees charged by Apple in connection with the use and download of Travel Healthy.

You and MGH acknowledge that these Terms are an agreement between you and MGH, and that Apple Inc. (and any of its subsidiaries) (any of the foregoing, individually or collectively, "Apple") is not a party to this Agreement. Subject to the disclaimers in these Terms, MGH is solely responsible for Travel Healthy and the content therein. Apple is in no way responsible for Travel Healthy and the content therein. You agree to only use Travel Healthy on an iOS Mobile Device as such iOS Mobile Device is permitted to be used by the Usage Rules set forth in the Apple App store Terms of Service (the "Usage Rules").

The license to use Travel Healthy granted in these Terms is limited to a non-transferable license to use Travel Healthy on any-Apple-branded products that you own or control and as permitted by the Usage Rules, except that Travel Healthy may be accessed, acquired, and used by other accounts associated with you via Family Sharing, volume purchasing, or Legacy Contacts.

Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Travel Healthy. MGH is solely responsible for providing maintenance and support services with respect to Travel Healthy to the extent set forth in these Terms and as required by applicable law.

THESE TERMS SET FORTH ALL TRAVEL HEALTHY WARRANTIES, IF ANY. IN THE EVENT OF A FAILURE OF TRAVEL HEALTHY TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND, IF APPLICABLE, APPLE WILL REFUND THE PURCHASE PRICE OF TRAVEL HEALTHY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO TRAVEL HEALTHY, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL SOLELY BE MGH'S RESPONSIBILITY.

MGH and you acknowledge that MGH, not Apple, is responsible for addressing any of your claims or claims of third parties relating to Travel Healthy or the possession or use of Travel Healthy, including, but not limited to: (i) product liability claims; (ii) any claim that Travel Healthy fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, including in connection with any use by Travel Healthy with Google's Google FitApple's HealthKit and HomeKit frameworks.

In the event of a third-party claim that Travel Healthy or your possession and use of Travel Healthy infringes that third party's intellectual property rights, MGH, not Apple will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property claim, to the extent set forth in these Terms.

Location-Enabled Features

Certain location-enabled functionality made available in the Travel Healthy application is provided by Google, Apple, and other third-party service providers. Your use of such functionality may be subject to additional terms and conditions, as updated from time to time, including:

http://www.google.com/intl/en-US_US/help/terms_maps.html and
<https://www.apple.com/legal/internet-services/maps/terms-en.html>.

All location-based information is provided entirely "AS IS" without warranties of any kind.

Changes to these Terms

If MGH updates these Terms, MGH will post the updated terms within the "Travel Healthy Terms of Use" section of the Application. Your continued use of Travel Healthy after such changes become effective constitutes acceptance of the new terms. If you do not agree to such changed terms, or if at any time you no longer wish to otherwise abide by these Terms, you may not access or use Travel Healthy. The most current version of these Terms can be accessed at any time by navigating to the "Travel Healthy Terms of Use" section of the Application.

TRAVEL HEALTHY ACCESS

Upon your acceptance of and subject to these Terms, MGH hereby grants you a limited, non-sublicensable, non-transferrable, non-exclusive revocable license to access and use Travel Healthy solely for your own personal purposes on any mobile

device that you own or control. You agree that you shall use Travel Healthy only in accordance with these Terms, applicable law, and the procedures established by MGH for use of Travel Healthy in the conduct of the Study. This license may not be shared with or transferred or sublicensed to any other party. You represent and warrant that all information provided to MGH in connection with Travel Healthy and this Agreement, including in the process of registration for Travel Healthy, is true, accurate and complete. You acknowledge that MGH has no obligation to confirm the truth, accuracy, or completeness of any information you provide in connection with Travel Healthy. You are responsible for installing and maintaining all devices and systems necessary to access Travel Healthy and for paying all charges related thereto. All questions and requests relating to any maintenance and support with respect to the Travel Healthy application must be directed to MGH, and, in no event, shall Google or Apple be required to provide any such maintenance and support.

NON-DISCLOSURE AND CONFIDENTIALITY

In using Travel Healthy, you will have access to confidential information of MGH and third parties (“Confidential Information”) that may include software, codes, technology, logic, techniques, formats, tools, designs, concepts, methods, processes, ideas, functional specifications, technical materials and information, and related documentation.

During the term of this Agreement and thereafter, you agree not to disclose any Confidential Information to any third party except as permitted by this Agreement and by applicable law.

Without limiting the foregoing, you agree to undertake all reasonable measures to ensure the privacy and security of all Confidential Information including without limitation: (i) not to access or use any Confidential Information that you have no legitimate authorization to access or use; (ii) not to access Travel Healthy, any content or material contained within Travel Healthy including but not limited to any Confidential Information for or on behalf of any other individual or any unauthorized third party. You acknowledge and agree that all obligations relating to Confidential Information under this Agreement will continue after termination of this Agreement and termination of access rights hereunder.

TERM; TERMINATION

MGH may terminate this Agreement and/or terminate or suspend your license and access to the Travel Healthy application and deactivate your account at any time if you violate any term of this Agreement or if continuing to provide such access would, based on the sole and absolute determination of MGH, violate any applicable law, rule, or regulation.

MGH has the right to refuse to provide access to Travel Healthy to any person, agency, or organization, or to prohibit any person, agency, or organization from using Travel Healthy, at any time and for any reason. MGH reserves the right to change, suspend, or discontinue all or part of Travel Healthy, temporarily or permanently, without prior notice.

Claims of Copyright Infringement - Digital Millennium Copyright Act Notice

We respect the intellectual property rights of others and require that our users do the same. If you believe that any content available on Travel Healthy constitutes infringement of a work protected by copyright (each, a "Work"), then please notify us as follows:

Mass General Brigham Incorporated (formerly Partners HealthCare System, Inc.)
399 Revolution Drive
Somerville, MA 02145
Attn: William Glen Mitchell, Manager of Security Monitoring
Email: dmca-agent@partners.org
Tel: 857-282-3515

Your notice must comply with the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA"). Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

We have implemented a repeat infringer policy to address instances in which a particular user is subject to multiple DMCA notifications (the "Repeat Infringer Policy"). If we determine that a user has violated our Repeat Infringer Policy, then we may take, in our sole discretion, any number of steps including, but not limited to, issuing warnings to the applicable user, suspending, or terminating that user's account, and any other interim measures that we deem appropriate.

COPYRIGHT AND PROPRIETARY RIGHTS

You acknowledge and agree that Travel Healthy and the Confidential Information is the property of MGH or its respective licensors and are protected by United States and international intellectual property laws, including copyright law, trademark law, and trade secret law, as well as other state, federal and international laws and regulations. Except as expressly provided in this Agreement, MGH does not grant any rights to you under any patents, copyrights, trademarks, trade secret, or any other intellectual property law. Accordingly, unauthorized use of Travel Healthy or the Confidential Information may violate patent laws, copyright laws, trademark laws, trade secret laws, laws pertaining to privacy and publicity rights or other laws or regulations. The copying, redistribution, use or publication by you of any part of Travel Healthy or the Confidential Information contained therein is strictly prohibited; provided, that you may print, copy electronically, or download information from the Application for personal, non-commercial use only, provided you identify the source of the material and include a statement that the materials are protected by copyright and other intellectual property law.

MGH shall have the right to use and incorporate into Travel Healthy any feedback and input provided by you, for any purpose, including the improvement of Travel Healthy and other research, educational and patient care purposes.

THIRD-PARTY CONTENT

Travel Healthy may contain third party materials and/or links to third-party materials and third-party websites for your information and convenience. MGH is not responsible for the availability, accuracy, or content of any of those third-party materials or websites nor does it endorse them. Prior to accessing this information or these third-party websites you may be asked to agree to additional terms and conditions provided by such third parties which govern access to and use of those websites or materials.

DISCLAIMERS

USE OF THE TRAVEL HEALTHY APPLICATION DOES NOT CREATE A PHYSICIAN-PATIENT RELATIONSHIP.

YOU AGREE AND ACKNOWLEDGE THAT MGH IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY CLAIM, LOSS, DAMAGE OR INJURY (INCLUDING DEATH) TO ANY PERSONS OR PROPERTY ARISING FROM ANY USE OF OR RELIANCE UPON ANY PRODUCT, INFORMATION, IDEA, OR INSTRUCTION PROVIDED BY OR ACCESSED THROUGH TRAVEL HEALTHY. MGH MAKES TRAVEL HEALTHY AVAILABLE AS A HEALTH INFORMATION RESOURCE TO BE ACCESSED AT YOUR CONVENIENCE. TRAVEL HEALTHY IS NOT MEANT TO REPLACE COMPETENT CLINICAL JUDGEMENT OR BE RELIED UPON IN EMERGENCY SITUATIONS. YOU AGREE NOT TO RELY UPON TRAVEL HEALTHY FOR ANY IMMEDIATE OR EMERGENCY HEALTH CONCERNS OR QUESTIONS.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU HEREBY EXPRESSLY WAIVE ANY AND ALL CLAIMS THAT YOU (AND/OR YOUR HEIRS, SUCCESSORS, OR ASSIGNS) MAY HAVE, NOW OR IN THE FUTURE, AGAINST MGH, ITS THIRD-PARTY LICENSORS, AND/OR AFFILIATES (THE "RELEASED PARTIES") BASED UPON YOUR USE OF THE TRAVEL HEALTHY APPLICATION, INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO HEALTH, ILLNESS, AND/OR ANY ADVERSE CONSEQUENCES, THAT YOU OR ANY THIRD PARTY MAY INCUR OR SUFFER AS A RESULT OF YOUR USE OF THE TRAVEL HEALTHY APPLICATION ("CLAIMS"), AND YOU (AND/OR YOUR HEIRS, SUCCESSORS, OR ASSIGNS) HEREBY FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL OF SUCH CLAIMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, MGH HEREBY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY BASED UPON OR ARISING OUT OF MEDICAL ADVICE OR TREATMENT (INCLUDING, WITHOUT LIMITATION, THE FAILURE TO PROVIDE ANY MEDICAL ADVICE OR TREATMENT AND/OR MEDICAL OR PHYSICIAN/HEALTH CARE PROVIDER MALPRACTICE OR ANY ALLEGED PROFESSIONAL LIABILITY).

ACCESS TO TRAVEL HEALTHY AND ALL INFORMATION AND MATERIALS CONTAINED OR MADE AVAILABLE THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. MGH DOES NOT WARRANT ANY INFORMATION OR MATERIAL CONTAINED IN OR MADE AVAILABLE THROUGH TRAVEL HEALTHY REGARDING COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MGH DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS

OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

MGH DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE WIRELESS NETWORK OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION WHILE IN TRANSIT TO MGH. MGH MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO, FROM, OR THROUGH TRAVEL HEALTHY. MGH DOES NOT REPRESENT OR WARRANT THAT TRAVEL HEALTHY AND ITS CONTENT WILL BE AVAILABLE FREE OF VIRUSES, OTHER HARMFUL COMPONENTS, OR DEFECTS.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL MGH OR ANY MGH AFFILIATE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF TRAVEL HEALTHY, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless MGH, its third-party licensors and affiliates against any and all liabilities, losses, claims, damages, suits, costs and expenses (including reasonable attorney's fees and expenses) arising out of or relating to your access to and use of the Travel Healthy application or any content or material contained therein, and out of your violation or noncompliance with the MGH Terms of Use. You shall immediately notify MGH of any such claim. You further acknowledge that, in no event, shall either Google or Apple be responsible for the investigation, defense, settlement, and discharge of any third-party claim that Travel Healthy infringes that third party's intellectual property rights.

EXPORT CONTROL

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

THIRD-PARTY BENEFICIARY

You hereby acknowledge and agree that Google and Apple, and their subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Google and Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary hereof.

MISCELLANEOUS

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole agreement between you and MGH relating to your use and our provision of Travel Healthy and the subject matter hereof, and no representations, statements, or inducements, oral or written, not contained in this Agreement shall bind either you or MGH. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by MGH of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer, or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties’ respective successors and permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in a writing signed by the parties.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Contact Information:

Individual questions and complaints should be directed to the Principal Investigator in charge of the Study at the following: Regina LaRocque, MD, MPH, MGH Division of Infectious Disease/Travel Medicine, 55 Fruit Street, Boston, MA 02114, or email to rclarocque@mgh.harvard.edu. You may also call her at (617) 543-5557.