

Sun Sirius Technologies, LLC

Sirius Care

Terms and Conditions

Effective Date: November 20, 2024 • Last Revised: May 2025

Welcome to Sirius Care. These Terms and Conditions ("Terms") govern your access to and use of the Sirius Care platform, including the web application, mobile application (iOS and Android), APIs, integrations, and any related services (collectively, the "Services" or "Platform") provided by Sun Sirius Technologies, LLC ("Company," "we," "our," or "us"). By accessing or using any component of the Platform, you agree to be bound by these Terms. If you do not agree, please do not access or use the Platform or Services.

About Sirius Care and Sun Sirius Technologies

Sirius Care is a software product owned and operated by Sun Sirius Technologies, LLC, a Virginia limited liability company. Sun Sirius Technologies, LLC is the legal entity responsible for the Sirius Care platform, all associated services, and these Terms. References to "Sirius Care," "we," "our," or "us" throughout these Terms refer to Sun Sirius Technologies, LLC, doing business through the Sirius Care product.

Sun Sirius Technologies, LLC does not operate as a separate consumer-facing brand. Sirius Care is the sole commercial product and platform through which Sun Sirius Technologies, LLC delivers its services. Any agreement, service contract, or Business Associate Agreement (BAA) entered into in connection with Sirius Care is a legal obligation of Sun Sirius Technologies, LLC.

1. Eligibility

To access or use Sirius Care, you must:

- Be at least 18 years old, or the legal age of majority in your jurisdiction, whichever is greater.
- Have the legal authority to agree to these Terms — individually, or on behalf of the organization you represent.
- Not be prohibited from using the Services under applicable law.

By using the Platform, you represent and warrant that you meet these eligibility requirements. If you are accepting these Terms on behalf of a home health agency or other organization, you represent that you have the authority to bind that organization to these Terms.

2. User Accounts

- You must create an account to access certain features of the Platform.

- You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.
- You agree to provide accurate, current, and complete information when registering and to keep your account information updated.
- Notify us immediately at support@sun-sirius.com if you suspect unauthorized access to or use of your account.
- We reserve the right to disable any account at our discretion if we believe you have violated these Terms.

3. License to Use

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your personal use or your organization's authorized business purposes. This license does not include the right to sublicense, resell, or otherwise transfer access to the Platform to any third party.

4. Prohibited Activities

You agree not to:

- Use the Platform for any illegal, unauthorized, or fraudulent purpose, including any activity that violates HIPAA, applicable state health data laws, or Medicaid program requirements.
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Platform.
- Upload, transmit, or introduce harmful content, including viruses, malware, ransomware, or any code designed to disrupt or damage the Platform or its users.
- Attempt to gain unauthorized access to any part of the Platform, other user accounts, or any systems or networks connected to the Platform.
- Scrape, harvest, or systematically extract data from the Platform without prior written consent.
- Use the Platform in any manner that could disable, overburden, or impair its infrastructure or interfere with any other party's use.
- Misrepresent your identity or affiliation, or use another user's credentials.

5. Privacy and Data Protection

Your use of the Platform is also governed by our Privacy Policy, which explains how we collect, use, disclose, and protect your personal information. Please review it carefully. The Privacy Policy is incorporated into these Terms by reference.

Where Sirius Care processes Protected Health Information (PHI) on behalf of a covered entity customer, such processing is governed by a Business Associate Agreement (BAA) between Sun Sirius Technologies, LLC and the covered entity. Nothing in these Terms modifies or supersedes the terms of an applicable BAA.

6. Intellectual Property

All content, software, features, functionality, trademarks, service marks, logos, and trade dress on or within the Platform are the exclusive property of Sun Sirius Technologies, LLC or its licensors, and are protected by applicable intellectual property laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any content from the Platform without our prior written consent, except as strictly necessary to use the Platform for its intended purpose.

The Sirius Care name, logo, and all related product and service names, design marks, and slogans are trademarks of Sun Sirius Technologies, LLC. You may not use these marks without our prior written permission.

7. Disclaimers

- The Platform and Services are provided "as is" and "as available," without warranty of any kind.
- We do not guarantee uninterrupted access, error-free functionality, or that defects will be corrected.
- To the fullest extent permitted by applicable law, Sun Sirius Technologies, LLC disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- We do not warrant that the Platform is free of viruses, harmful components, or security vulnerabilities.
- Nothing in this section limits our obligations under any applicable BAA or separate written service agreement.

8. Limitation of Liability

To the fullest extent permitted by applicable law, Sun Sirius Technologies, LLC and its officers, directors, employees, agents, and licensors shall not be liable for:

- Any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of or inability to use the Platform.
- Any loss of data, revenue, profits, goodwill, or business opportunities.
- Unauthorized access to or alteration of your data or account.
- Any conduct or content of third parties on or through the Platform.

In no event shall our total cumulative liability to you for all claims arising out of or relating to these Terms or the Platform exceed the greater of (a) the total fees paid by you to Sun Sirius Technologies, LLC in the twelve (12) months preceding the claim, or (b) one hundred U.S. dollars (\$100). Some jurisdictions do not allow the exclusion or limitation of certain damages; in such jurisdictions, our liability is limited to the fullest extent permitted by law.

9. Termination

We reserve the right to suspend, restrict, or terminate your access to the Platform at our sole discretion, with or without notice, for any violation of these Terms or for any other lawful reason, including but not limited to non-payment, fraudulent activity, or conduct that we determine is harmful to us, other users, or third parties.

You may terminate your account at any time by contacting us at support@sun-sirius.com. Upon termination, your right to access the Platform will immediately cease. Provisions of these Terms that by their nature should survive termination shall survive, including but not limited to intellectual property rights, disclaimers, and limitations of liability.

10. Changes to These Terms

We may update these Terms from time to time to reflect changes in our practices, technology, legal requirements, or other factors. When we make material changes, we will notify you by posting the updated Terms within the Platform and updating the "Last Revised" date above. For significant changes, we may provide more prominent notice. Your continued use of the Platform after the effective date of any update constitutes your acceptance of the revised Terms.

11. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform shall be subject to the exclusive jurisdiction of the state and federal courts located in Henrico County, Virginia. You consent to personal jurisdiction in such courts and waive any objection to venue.

12. General Provisions

- **Entire Agreement:** These Terms, together with the Privacy Policy and any applicable BAA or service agreement, constitute the entire agreement between you and Sun Sirius Technologies, LLC regarding the Platform.
- **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.
- **Waiver:** Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision.
- **Assignment:** You may not assign or transfer any rights under these Terms without our prior written consent. We may assign our rights and obligations freely.
- **No Third-Party Beneficiaries:** These Terms do not create any third-party beneficiary rights.

13. Contact Us

If you have any questions, concerns, or requests regarding these Terms, please contact us:

Sun Sirius Technologies, LLC

11708 Country Lake Dr., Glen Allen, VA 23059

Legal inquiries: legal@sun-sirius.com

General support: support@sun-sirius.com

Acknowledgement

By downloading, accessing, or using Sirius Care, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions, the Privacy Policy, and any other agreements applicable to your use of the Platform. If you are accepting these Terms on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

These Terms and Conditions govern all components of the Sirius Care platform operated by Sun Sirius Technologies, LLC.