License Agreement

Enovate Medical provides this product and licenses its use under the terms and conditions stated here. You are responsible for proper installation, use, and the results obtained from it. This agreement gives you specific rights.

You have the right to copy the program on a single machine. You have the right to copy the program into any machine-readable or printed form for backup or modification purposes in keeping with your use on a single machine. You have the right to transfer the program and license to another party if the other party agrees to accept the terms and conditions of this agreement. If you transfer the program, you must, at the same time, either transfer all copies whether in printed or machine readable form to the same party or destroy any copies not transferred. This includes all modifications and portions of the program contained or merged into other programs. Any portion of this program that is merged into another program will continue to be subject to the terms and conditions of this agreement.

The software included with this agreement is protected by copyright laws. Copyright laws prohibit you from making any copies of the software for any reason other than backup or archival purposes without prior written permission. Copyright laws also prohibit you from making copies of any written material that accompanies the software without prior written permission. For a copy of the brochure SOFTWARE USE AND THE LAW, send a postage paid self-addressed envelope to:
Software Publishers Association, 1101 Connecticut Ave., N.W., Suite 901, Washington, DC 20036

Information regarding this software is subject to change without notice and does not represent a commitment on the part of Enovate Medical, LLC. Enovate Medical, LLC may make improvements and/or changes in this installer, or in the software product, at any time without prior notice. This product, its installer, and the product’s documentation could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein; these changes may be incorporated in new editions of this product and its accompanying documentation without obligating Enovate Medical to update information and/or product that has been delivered earlier.

Enovate Medical shall not be liable for technical or editorial errors or omissions contained hererin, nor for incidental or consequential damages resulting from our furnishing of this installer and/or documentation to any user, nor for the performance or use of this product.

In the interest of continuous product improvement, Enovate Medical, LLC, reserves the right to change the product and/or documentation, and/or specifications without notice.

No part of this software may be copied, reproduced, or transmitted by any means, for any purpose without prior written permission from Enovate Medical, Inc.

Privacy Statement for Enovate Products

This Privacy Statement for Enovate Products ("Privacy Statement") describes information that Enovate Medical, LLC and its subsidiaries and affiliates (collectively, “Enovate”) collect, use, and store relating to the operation of Enovate products, including, without limitation, Mobius Power devices (collectively, “Enovate Products”). In this Privacy Statement, the expression “Enovate Products” also includes Enovate’s PULSE, PULSETECH, RHYTHM UNPLUGGED, EMCONTROL, or RHYTHM dashboard accessible through the password-protected Enovate website.

Enovate Products are not designed or intended to be used to collect, store, or process any protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA) or similar laws or any other personally identifiable information (except for personally identifiable information of your end users necessary for your end users to access and use the PULSE,
Enovate Products are designed to communicate to Enovate diagnostic data about the devices so that Enovate may support and maintain the devices. Your Enovate Products will be connected to your Wi-Fi network directly or through a PC workstation. Once connected to your Wi-Fi network, your Enovate Product will regularly send the technical and geolocation data described in this Privacy Statement to Enovate.

Enovate Products collect:

- Technical information from the device. Enovate Products track and communicate to Enovate technical information such as Wi-Fi/BLE connectivity, power system, electrical, and battery information.
- Geolocation data: The Enovate Products collect and communicate to Enovate their geolocation data to facilitate maintenance.
- Information input during PULSE, PULSETECH, OR RHYTHM dashboard setup. To set up user accounts for the PULSE, PULSETECH, RHYTHM UNPLUGGED, EMCONTROL, or RHYTHM dashboard, you will need to provide certain information about your applicable personnel, such as their names and email addresses.

Enovate uses the collected information for diagnostic, reporting, and technical purposes, including, without limitation, to support and maintain the Enovate Products and to develop and improve Enovate Products and related services.

Enovate may use service providers to perform some of these functions. Those service providers are restricted from sharing collected information for any other purpose.

Enovate uses industry-standard methods to keep the collected information safe and secure while it is transmitted over your network and through the Internet to Enovate’s servers.

Enovate may provide information to a third party if Enovate believes in good faith that it is required to do so for legal reasons. For example, to respond to legal process, or comply with state and federal laws (or the applicable laws of foreign countries other than the United States).

Please note that this Privacy Statement may change from time to time. Enovate will provide notice of any changes on the website or by contacting you.

Please contact TechnicalServices@EnovateMedical.com for any further information.

Last Updated May 1, 2018

Copyright© Enovate Medical, LLC., 2018. All rights reserved