



## API Terms of Use

Last Modified: December 7, 2017

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Medstreaming, LLC (“**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of the Company’s EMR Web API, including any content, functionality, and services of the Company’s EMR Web API (the “**API**”).

Please read the Terms of Use carefully before you start to use the API. **By using the API, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the API.

The API is offered and available to users who 18 years of age or older, and using the API for purposes approved by the Company, from time to time in the Company’s sole discretion. By using this API, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the API.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the API thereafter.

Your continued use of the API following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

### **Accessing the API**

We reserve the right to withdraw or amend the API, and any materials provided with the API, in our sole discretion without notice. We will not be liable if, for any reason, the API is unavailable at any time or for any period. From time to time, we may restrict access to the API.

You are responsible for:

- Making all arrangements necessary for you to have access to the API.
- Ensuring that all persons who access or make use of the API on your behalf are aware of these Terms of Use and comply with them.

To access the API or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the API that all the information you provide is correct, current, and complete.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The API and its entire source code, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, connectivity and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the API for your use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit our API.

You must not:

- Modify the API from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you do any of things above or otherwise use or provide any other person with access to any part of the API in breach of the Terms of Use, as amended from time to time, your right to use the API will stop immediately. No right, title, or interest in or to the API or any content, data, or information communicated thereby is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the API not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, patent, trade secret and other laws.

### **Prohibited Uses**

You may use the API only for lawful purposes and in accordance with these Terms of Use. You agree not to use the API:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm any person in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

Additionally, you agree not to:

- Use the API in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the API, including their ability to engage in real time activities through the Web EMR.

- Use any manual process copy the API for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the API.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the API or the EMR Web Service, or the server on which the EMR Web service is stored, or any server, computer, or database connected to the API.
- Otherwise attempt to interfere with the proper working of the API.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, for any illegal or unauthorized use of the API.
- Terminate or suspend your access to the API for any or no reason, including without limitation, any violation of these Terms of Use.

### **Changes to the API**

We may change or update the API from time to time, in our sole discretion. Such changes or updates may alter the functionality of the API.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that the API. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the API for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY USE OF THE API, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE API.

YOUR USE OF THE API, AND ANY DATA OBTAINED THROUGH THE API IS AT YOUR OWN RISK. THE API IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, OR AVAILABILITY OF THE API. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE API NOR ANY DATA OBTAINED THROUGH THE API WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE API WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE API, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the API, including, but not limited to, your API functionality or the data transmitted thereby.

**Governing Law and Jurisdiction**

All matters relating to the API and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the API shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the City of Seattle and County of King although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Arbitration**

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the API, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Washington law.

**Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE API MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**


No waiver of by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use constitute the sole and entire agreement between you and Medstreaming, LLC regarding the API and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the API.

Regards,

DocuSigned by:  
  
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Ewald de Vries, CTO

Medstreaming, LLC