

ChartMaker® Medical Suite API Terms of Use

Collection of Personal Information

The ChartMaker® Medical Suite API is a personal health platform that lets you access, view, and save health information. The ChartMaker® Medical Suite API gives you access to online health information. The Practice will offer its patients the option to have their personal health information sent to the ChartMaker® Medical Suite API. If you choose to participate, upon being enrolled by the Practice you will be sent an email containing a link to the ChartMaker® Medical Suite API website allowing you to access your health information. You are not required by any law or regulation to participate. When your data is submitted, it will first go from the Practice's office to the ChartMaker® HealthPortal, and then on to the ChartMaker® Medical Suite API. The servers used by the ChartMaker® HealthPortal will automatically route the patient information from the Practice to the ChartMaker® Medical Suite API. There is no human interaction in sending the personal health information.

Disclaimers

STI provides the ChartMaker® Medical Suite API "as is" with all faults and makes no warranties or guarantees of any kind, and expressly disclaims any and all warranties of any kind or nature, whether express, implied, or statutory regarding the ChartMaker® Medical Suite API including but not limited to the accuracy, completeness, correctness, timeliness, or usefulness of any of the information, programs, products, or services, or other materials provided by STI, or of reliability, non-infringement, merchantability or fitness for a particular purpose. STI makes no representation, warranty, or guarantee that access to ChartMaker® Medical Suite API will be uninterrupted, timely, secure, or error free or free of viruses or other harmful elements, and such warranties are expressly disclaimed. STI reserves the right at any time to temporarily, or permanently, modify or discontinue this site, or any part thereof, with or without notice. STI in its sole discretion may terminate Practice access to the ChartMaker® Medical Suite API for any reason without any prior notice. Further, you agree STI shall not be liable to you or any third party for any termination of your access to the ChartMaker® Medical Suite API.

Indemnification and Limitation of Liability

You agree that you release and agree to indemnify, defend, save and hold harmless, STI, its affiliates, its officers, directors, employees, contractors, and agents, from all claims arising out of, or related to access or use of, or inability to use the ChartMaker® Medical Suite API by your Practice or your patients for collection, use, storage, or disclosure of personal health information. In no event will STI, its affiliates, its officers, directors, employees, contractors, and agents be liable to you, anyone claiming through or under you, or anyone else for: (i) any decision or action taken, or not taken, in reliance upon the information contained or provided through the ChartMaker® Medical Suite API; (ii) claims arising out of or related to the ChartMaker® Medical Suite API; (iii) your use of the ChartMaker® Medical Suite API; or (iv) for any incidental, indirect, special, consequential, or punitive damages, including but not limited to, possible health side effects, loss of revenue, profits or savings, even if STI knew or should have known of the possibility of such damages, claims, demands, or actions. You agree that your exclusive remedy for dissatisfaction with the ChartMaker® Medical Suite API will be to stop using the service.

Governing Law

This agreement is governed by the laws of the state of Pennsylvania. The jurisdiction and venue for any cause of action arising under this agreement shall be in Montgomery County, Pennsylvania. STI makes no representation that the ChartMaker® Medical Suite API is appropriate for use in locations outside the United States of America.

General

You agree that this agreement may be automatically assigned by STI to a third party in the event of a merger, acquisition, or liquidation. You agree that this User Agreement sets forth the entire understanding between the Practice and STI. The Practice further agrees that if any portion of this agreement is held invalid, the balance shall continue in full force and effect. By accepting this agreement, you acknowledge that you understand the policies and procedure, agree to comply with them, and all your questions have been answered to your satisfaction.

Signature of User

Date signed