

Terms of Use **handshealehr.com**

This website (the “**Site**”) and the services available through the Site (the “**Services**”) are provided by Hands Heal Electronic Health Records, LLC (“**HHEHR**” or “**we,**” “**us,**” “**our**”), a Washington limited liability company. Your use of the Site is subject to these Terms of Use (“**Terms**”) and the HHEHR [Privacy Policy](#) (together, the “**User Agreement**”). These Terms apply to and govern each user’s access to and use of the Site, including health-care providers (“**Providers**”), their authorized personnel (“**Authorized Personnel**”), and patients (“**Clients**”) (referred to collectively as “**you,**” “**your,**” or “**user**”).

Please read this User Agreement and the other information referred to or linked to in this User Agreement carefully and be sure you understand it, because it is a legally binding agreement that contains important information about our Site and your permitted use of it. From time to time we may unilaterally modify this User Agreement, so it is important that you review this User Agreement every time you use the Site. We will attempt to notify you of modifications to this User Agreement. However, you are bound by these Terms regardless of whether or not you receive and/or view any notification attempt.

PLEASE NOTE: YOUR USE OF THE SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS USER AGREEMENT, THEN YOU MAY NOT USE THE SITE.

These Terms are in addition to any other agreement you may have with HHEHR, including but not limited to a Subscriber Agreement and Business Associate Agreement, if any.

Registration

To register an account on the Site to use the Services (“**Account**”), you must be a Provider with a current Subscription Agreement with HHEHR (“**Subscriber**”), Authorized Personnel of a Subscriber, or a Patient of a Subscriber. For more information about how to become a Subscriber or set up an Account, visit <http://www.handshealehr.com/howitworks.asp>.

BY ESTABLISHING AN ACCOUNT, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE ACCEPTING THIS AGREEMENT AND THE TERMS OF USE ON BEHALF OF YOURSELF OR ON BEHALF OF A MINOR FOR WHOM YOU ARE THE PARENT OR LEGAL GUARDIAN AND WHO IS A PATIENT OF A SUBSCRIBER.

Each user of an Account must have unique credentials for accessing and using the Services. While you may choose any login credentials for this purpose, the credentials may not already be in use by other HHEHR users, violate any other person’s intellectual property rights, or be indecent, obscene, or otherwise violate standards of good taste. HHEHR may, in its sole discretion, reject any login credentials that it believes are inappropriate or violate the rights of another party and reserves the right to invoke the “safe harbor” provision of the Digital

Millennium Copyright Act (17 U.S.C. 512(c)) concerning the removal of copyrighted or trademarked materials from the Site or related websites.

You are responsible and liable for all activities conducted through your Account regardless who conducts them and for any damage that may result from the use of your Account or login credential. IN NO EVENT IS HHEHR RESPONSIBLE FOR ANY DAMAGE THAT OCCURS FROM ANOTHER PERSON USING YOUR ACCOUNT.

User Information

In the course of your use of the Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as “Personal Information”). Our information collection and use policies with respect to the privacy of such Personal Information are set forth in the HHEHR’s [Privacy Policy](#), which is also part of your User Agreement. You acknowledge and agree that you are solely responsible for the accuracy and content of Personal Information you submit to the Site.

Use Restrictions

You agree that, while accessing or using this Site, you will not:

- Use this Site for any commercial, business, income-seeking purposes or for any other purpose other than your own personal use, except as permitted under a Subscriber Agreement, if any, with you;
- Use the Site or the Services or features made available on the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or Services, including, without limitation, sending mass unsolicited messages or “flooding” servers with requests;
- Reverse engineer, disassemble or decompile or otherwise attempt to derive code from any information accessible through the Site or Services or permit any third party to do so;
- Communicate or cause to be communicated to or through the Site any Personal Information that (a) infringes the privacy or other rights of any third party; (b) is defamatory, indecent, obscene, pornographic, or harmful to minors; (c) contains any viruses, trojan horses, disabling code, worms, time bombs, “clear GIFs”, cancelbots, or other computer programming or routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept, or expropriate any data, information, packets, or personally-identifiable information; or (d) violates any law or regulation.

We encourage you to report to us, at support@handshealehr.com, any suspected violations of this User Agreement or any other additional rules that apply to the Site or the Services. HHEHR reserves the right, without obligation and without any limitation whatsoever, to: (a) investigate any suspected breaches of its Site security or its information technology or other systems or networks, (b) investigate any suspected breaches of this User Agreement or violations of any

additional terms, conditions and rules posted in connection with a particular service or feature on this Site, (c) involve and cooperate with law enforcement authorities in investigating any such matters, (d) prosecute violators of this User Agreement to the full extent of the law, (e) delete or modify any content on the Site, including any Personal Information, as allowed by law, and (f) discontinue this Site or terminate your access to it at any time, without notice, for any reason and without any obligation to you whatsoever, except as provided under your Subscriber Agreement, if any, with HHEHR.

Disclaimers of Warranties

YOUR USE OF THE SITE AND SERVICES IS AT YOUR SOLE RISK. THE SITE AND SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (A) THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) YOUR USE OF THE SITE OR THE SERVICES WILL ACHIEVE ANY PARTICULAR RESULT, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY RESOURCES AND THIRD PARTY MATERIALS) WILL COMPLY WITH ANY LAW OR MEET YOUR REQUIREMENTS. ANY MATERIAL DOWNLOADED AND ANY MATERIAL, PRODUCT, OR SERVICE OBTAINED THROUGH THE USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY RESOURCES AND THIRD PARTY MATERIALS) IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA AND DAMAGE TO YOUR COMPUTER SYSTEM AND ANY OTHER ITEM THAT RESULTS FROM ANY SUCH ACTIVITY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HHEHR OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY. THE DISCLAIMERS CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE THE SITE AND THE SERVICES TO YOU. Some jurisdictions may not permit the disclaimers contained in this paragraph, so some of the disclaimers in this paragraph may not apply to you.

Limitation of Liability

WE ARE NOT LIABLE, AND WE DISCLAIM ALL LIABILITY, IN CONNECTION WITH ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE’VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) ANY USE OR INABILITY TO USE THE SITE OR THE SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR

OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT ON THE SITE OF ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY MODERATOR WHO IS NOT EMPLOYED BY HHEHR); OR (E) ANY OTHER MATTER RELATING TO THE SITE OR SERVICES OR ANY THIRD PARTY RESOURCES, THIRD PARTY MATERIALS, OR THIRD PARTIES. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE THE SITE AND THE SERVICES TO YOU. Some jurisdictions may not permit the limitations of liability contained in this paragraph, so some of the limitations in this paragraph may not apply to you.

Procedure for Alleging Copyright Infringement

HHEHR will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“DMCA”), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via this Site, then send us a written notice that includes all of the following:

1. a legend or subject line that says: “DMCA Copyright Infringement Notice”;
2. a description of the copyrighted work that you claim has been infringed;
3. the URL of the site and a description of where the material that you claim is infringing is located on that site;
4. your address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
7. your electronic or physical signature.

HHEHR will only receive DMCA notices by mail or e-mail at the addresses below:

By Mail:

Hands Heal EHR, LLC
1730 N. Northlake Way, Suite 3301
Seattle, WA 98103

By email:

admin@handshealehr.com

HHEHR may elect to not respond to DMCA notices that do not comply with all of the foregoing requirements, and HHEHR may elect to remove allegedly infringing material that comes to its attention via notices that do not comply with the DMCA. If you have additional questions you may telephone HHEHR at **(206) 755-5564**.

General Provisions

A. Indemnity

You agree to indemnify, defend, and hold harmless HHEHR and its affiliates, subsidiaries, officers, employees, agents, business partners, licensors, and licensees from any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any party, or on account of the investigation, defense, or settlement thereof, arising in connection with your use of the Site.

B. Revisions to the Site and this User Agreement

HHEHR may, in its sole discretion, make changes to any aspect of the Site, including, without limitation, any HHEHR content, any activities available on this Site, and any products or services offered through this Site. HHEHR may also, in its sole discretion, revise this User Agreement by updating or revising this document, with the revised terms taking effect as of the date of its posting. Continued use of this Site following the effective date of any such changes constitutes your acceptance of those changes.

C. Operation of Site; Availability of Products and Services

The Site and the servers that make the Site available are located in the United States of America. If you reside in another country, this User Agreement (or certain terms of it, including in the Privacy Policy) may conflict with the laws of your country. HHEHR makes no representation that the Site is appropriate or available for use beyond the United States of America. If you use the Site from other locations, you are responsible for compliance with applicable local laws. In the event of a conflict of laws, this User Agreement will govern to the extent that it is valid and enforceable under applicable United States laws.

D. Disputes; Arbitration; Class Action Waiver

i. Arbitration Agreement and Class Action Waiver. You agree that any dispute, controversy, or claim arising out of or relating in any way to the Site will be finally resolved by arbitration. A party must give ten (10) days written notice of its intent to arbitrate a dispute before initiating arbitration. Notice to HHEHR must be sent to Hands Heal EHR, LLC, 1730 N. Northlake Way, Suite 3301, Seattle, WA 98103 and to admin@handshealehr.com and is deemed delivered upon receipt. The arbitral tribunal will have the power to rule on any challenge to its

own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. The parties agree to arbitrate solely on an individual basis and expressly waive the ability to participate in a class or representative proceeding, including any class arbitration or representative arbitration proceedings. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the agreement to arbitrate will remain in force. To the extent that a party opts out of arbitration following the procedure set forth below, or if this arbitration agreement is found inapplicable to a dispute between the parties, the parties expressly waive the ability to participate in any class or representative litigation.

ii. Arbitration Procedures/Arbitrator Authority. You agree that the disputes and claims subject to arbitration pursuant to this User Agreement will be resolved by a single arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, then an arbitrator shall be selected pursuant to Rule 12 of the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator is bound by and must strictly enforce these terms and conditions and any other applicable agreement between the parties, and may not limit, expand, or otherwise modify any of these terms and conditions or the provisions of any other applicable agreement between the parties. The arbitrator may award any relief that a court of law could, applying the limitations of liability contained in these terms and conditions. The arbitrator may award injunctive relief if permitted by law – but the injunctive relief awarded by the arbitrator may not extend beyond the parties' dealings with one another. The laws of the State of Washington will apply to any claims or disputes between the parties. Any arbitration will be held in Seattle, Washington, unless otherwise agreed upon by the parties in writing. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator must award costs and fees to the prevailing party if it is determined that the other party submitted a claim with no reasonable basis or filed any claim in bad faith.

iii. Ability to opt out. You may opt out of this agreement to arbitrate by providing written notice of your intention to do so to Hands Heal EHR, LLC, 1730 N. Northlake Way, Suite 3301, Seattle, WA 98103 and to admin@handshealehr.com no later than 60 days after initial acceptance of these terms and conditions. The procedure spelled out herein is the only way to opt out of arbitration, and any attempts to opt out after the deadline set forth herein will be ineffective. Notwithstanding your decision to opt out of arbitration, you still waive the ability to participate in any class or representative litigation.

iv. Application of FAA/Survival. Because the Site and these terms and conditions concern interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision (notwithstanding the application of Washington law to any underlying claims as provided above). You agree that this arbitration provision survives any termination of these terms and conditions or any other agreement between us.