

Terms and Conditions

Last Updated: 12/26/24

1. Introduction

Welcome to NoteGenie Development v0.4 (the "Service"). By accessing or using the Service, you agree to be bound by these Terms and Conditions (the "Agreement"). If you do not agree with any part of this Agreement, you must not use the Service.

The Service is operated by Advanced Behavioral Health Technologies and provides transcription and summarization services for HIPAA-covered entities. The Service also incorporates AI models for securely processing transcripts, summaries, and assessment reports. Data is processed in a de-identified form to ensure privacy and security.

2. Privacy and Security

We are committed to safeguarding your data, including ensuring compliance with HIPAA and other relevant data protection laws. By using the Service, you agree to the following:

- All audio recordings are processed in real-time and de-identified before display.
- Audio recordings are retained temporarily (a maximum of six seconds) during processing and are then deleted from our systems.
- Transcription data with de-identified information is returned to the app via a secure websocket stream and not stored permanently.
- The AI models used for processing do not retain or collect any identifiable information unless explicitly submitted by the user. Users have the option to submit additional data for analysis, and this data is processed with the same level of privacy and security.
- Data transmission is encrypted using HTTPS.
- Users are responsible for ensuring that any audio submitted for transcription is HIPAA-compliant and does not contain sensitive information unless de-identified through the Service.
- Users must inform us immediately if there is any suspicion of issues with the de-identification process.

3. Use of the Service

You agree to use the Service solely for lawful purposes and in compliance with all applicable laws and regulations, including HIPAA. You are responsible for:

- Ensuring the audio files you provide for transcription are HIPAA-compliant and contain no sensitive information unless processed through de-identification.
- Protecting the confidentiality of your account, including your username and password.
- Using the Service in accordance with its intended purpose as outlined in this Agreement.

The AI models are used to generate transcripts and summaries, and users may receive generation tokens as compensation for submitting data. These tokens must be used before the next subscription period, and users are responsible for managing their token balance.

4. User Account and Registration

To access the transcription services, you must create an account. By registering, you represent that you are authorized to use the Service and that the information you provide is accurate. You are responsible for maintaining the confidentiality of your account information, including your username and password, and for all activities under your account.

If you suspect unauthorized access to your account, you must notify us immediately.

5. Data Processing and Retention

- Transcriptions are processed in six-second chunks, de-identified, and returned to the app or website.
- Audio files are retained only for the duration necessary for processing (maximum of six seconds) and are deleted after processing.
- Transcription text with de-identified information is not stored permanently on our servers.
- Users may submit data for analysis in exchange for generation tokens, which must be used within the subscription period. The submitted data is de-identified, and any identifiable information is securely handled by our AI models.
- User-submitted data may be used to train AI models that improve the quality of the Service. All data used for this purpose will be de-identified to ensure privacy and compliance with data protection laws.
- We take reasonable precautions to protect your data but cannot guarantee that unauthorized access, data loss, or breaches will not occur. However,

because all retained data is de-identified in accordance with HIPAA regulations (45 CFR §§164.514(a) and (b)), we are not required to notify you in the event of a data breach, as the data would not contain any identifiable information, whether PII or PHI.

- You acknowledge that no data will be collected from users unless explicitly submitted for processing.

6. Intellectual Property

All intellectual property rights to the Service, including the software, user interface, and related content, are owned by Advanced Behavioral Health Technologies or its licensors. You are granted a limited, non-exclusive, non-transferable license to use the Service as outlined in this Agreement.

7. Limitation of Liability

To the fullest extent permitted by law, Advanced Behavioral Health Technologies and its affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from the use or inability to use the Service, including data loss, unauthorized access, or errors in transcription.

8. Termination

We reserve the right to suspend or terminate your access to the Service at any time, without notice, if you violate these Terms or engage in conduct that harms the Service or other users. Upon termination, your account and access to the Service will be deactivated, and any associated data may be deleted.

9. Modifications to Terms

We may modify these Terms from time to time. Any changes will be posted on this page, and the updated Terms will take effect immediately upon posting. We encourage you to review these Terms periodically to stay informed about any changes.

10. Governing Law

These Terms shall be governed by the laws of the state of New York, without regard to its conflict of law principles. Any disputes arising from these Terms shall be resolved in the courts located in New York.

11. Service Availability

The Service may be temporarily unavailable for maintenance or other reasons.

We will make reasonable efforts to notify users in advance of any scheduled downtime, but we do not guarantee uninterrupted access.

12. No Third-Party Providers

The Service does not use third-party providers for its core functionalities. All features are developed and delivered by Advanced Behavioral Health Technologies.

13. Modifications to Features

We may update, modify, or discontinue certain features of the Service at our discretion. Significant changes will be communicated to users, but we do not guarantee the indefinite availability of all features.

14. HIPAA Compliance and Your Responsibility

By using the Service, you acknowledge that you are responsible for ensuring compliance with HIPAA regulations regarding patient data. You agree not to store or share patient data in violation of HIPAA requirements. You also agree to hold Advanced Behavioral Health Technologies harmless if you use the Service with Protected Health Information (PHI) before signing a Business Associate Agreement (BAA). You must contact our customer service team to obtain and sign the BAA, which will be available on your profile page.

15. Support

If you have any issues or need assistance with the Service, please contact our support team at evcareassociates@gmail.com. We aim to respond to inquiries within 72 hours.