

TERMS OF SERVICE - CHARTARA LABS

Effective Date: June 4th, 2025 Last Updated: June 4th, 2025

1. ACCEPTANCE OF TERMS

By accessing or using Chartara Labs' website (chartaralabs.com) and application (app.chartaralabs.com), you agree to be bound by these Terms of Service and our Privacy Policy. If you do not agree to these terms, you may not use our services.

2. DESCRIPTION OF SERVICE

Chartara Labs provides a healthcare analytics platform designed for mental health professionals to visualize client data, track clinical outcomes, and generate practice insights. Our service includes data visualization tools, AI-powered analytics, and reporting features.

3. ELIGIBILITY AND REGISTRATION

- You must be a licensed healthcare professional or authorized to handle protected health information
- You must be at least 18 years old
- You must provide accurate and complete registration information
- You are responsible for maintaining the confidentiality of your account credentials
- You may not share your account with others

4. HIPAA COMPLIANCE AND PROFESSIONAL RESPONSIBILITY

Your Obligations:

- You are responsible for ensuring your use complies with HIPAA and applicable healthcare laws
- You must obtain appropriate patient consent before entering any protected health information
- You are responsible for the accuracy and legitimacy of all data you input
- You must maintain professional standards and ethical guidelines in your use of our platform

Our Obligations:

- We maintain HIPAA-compliant infrastructure and security measures
- We have signed Business Associate Agreements with our service providers
- We will notify you of any security breaches affecting your data

5. SUBSCRIPTION AND PAYMENT

- Service is provided on a monthly subscription basis (\$20/month)

- Payment is processed through Stripe, our payment processor
- Subscriptions automatically renew unless cancelled
- You may cancel your subscription at any time with 30 days notice
- No refunds for partial months of service
- We reserve the right to modify pricing with 30 days notice

6. ACCEPTABLE USE

You agree NOT to:

- Use the service for any unlawful purpose
- Input false, misleading, or unauthorized health information
- Attempt to access other users' data or accounts
- Reverse engineer, modify, or create derivative works of our platform
- Use the service in any way that could damage, disable, or impair our servers
- Share your login credentials with unauthorized persons
- Use the platform for any purpose other than legitimate healthcare analytics

7. DATA OWNERSHIP AND LICENSE

- You retain ownership of all health information you input into our platform
- You grant us a limited license to process your data solely to provide our services
- We do not claim ownership of your clinical data or patient information
- You may export your data at any time in a portable format
- Upon account termination, we will delete your data according to our retention policy

8. INTELLECTUAL PROPERTY

- Chartara Labs owns all rights to the platform, software, and related intellectual property
- You may not copy, modify, distribute, or create derivative works of our platform
- All trademarks, service marks, and logos are property of their respective owners

9. DISCLAIMERS AND LIMITATIONS

Decision Support Disclaimer:

- Chartara Labs is intended as a decision support system to assist healthcare professionals
- Our platform provides data analytics, insights, and treatment recommendations based on evidence-based practices
- All recommendations are suggestions only and must be evaluated by the licensed professional
- You are solely responsible for all clinical decisions, treatment plans, and patient care
- You must use your professional judgment and clinical expertise when reviewing our recommendations
- Our analytics and recommendations should supplement, not replace, your clinical assessment

- Do not use Chartara Labs recommendations as definitive facts - always verify and validate with your professional knowledge

Service Limitations:

- We provide the service "as is" without warranties of any kind
- We do not guarantee uninterrupted or error-free service
- We are not liable for any clinical decisions made based on platform insights or recommendations
- Maximum liability is limited to the amount paid for services in the preceding 12 months
- Our AI-powered recommendations are based on general evidence-based practices and may not be appropriate for every individual client

Professional Responsibility:

- You must evaluate all platform recommendations against your clinical judgment
- You are required to use your professional training and experience when implementing any suggested interventions
- Client safety and appropriate care remain your sole responsibility
- Always consider individual client factors that our platform may not account for

10. INDEMNIFICATION

You agree to indemnify and hold harmless Chartara Labs from any claims, damages, or expenses arising from:

- Your use of the platform
- Your violation of these terms
- Your violation of any applicable laws or regulations
- Any clinical decisions or patient care activities

11. TERMINATION

We may terminate your account if:

- You violate these terms of service
- You fail to pay subscription fees
- You use the service in a manner that poses security or legal risks
- You are no longer licensed to practice or handle health information

Upon termination:

- Your access to the platform will be immediately suspended
- You may request export of your data within 30 days
- We will delete your data according to our retention policy and legal requirements

12. FORCE MAJEURE

We are not liable for any failure to perform due to circumstances beyond our reasonable control, including natural disasters, war, terrorism, internet outages, or government actions.

13. GOVERNING LAW

These terms are governed by the laws of New York, United States. Any disputes will be resolved in the courts of New York, New York County.

14. CHANGES TO TERMS

We may modify these terms at any time. We will notify you of material changes by email and posting updated terms on our website. Continued use of the service after changes constitutes acceptance of the new terms.

15. CONTACT INFORMATION

For questions about these Terms of Service:

Email: ChartaraLabs@gmail.com **Phone:** 315-278-1649