AccessHealthData — Terms of Service

These Terms of Service ("Terms") govern your access to and use of the AccessHealthData APIs, platform, documentation, software, services, and related infrastructure (collectively, the "Services"). These Terms form a binding agreement between AccessHealthData, Inc. ("AccessHealthData," "we," "us," or "our") and the individual or entity accessing the Services ("Customer," "you," or "your").

By creating an account, accessing the API, or using the Services, you agree to these Terms. If you are entering into this agreement on behalf of an entity, you represent that you have authority to bind that entity.

1. Overview of Services

AccessHealthData provides APIs and platform services enabling Customers to:

- Access, retrieve, or receive clinical data on behalf of their authorized healthcare clients
- Normalize, convert, or transform healthcare data into structured formats
- Store, maintain, and transmit Protected Health Information ("PHI")
- Provide downstream functionality to healthcare providers, payers, or other HIPAA-covered or regulated entities
- Comply with data exchange rules under HIPAA, TEFCA, and applicable laws

You are responsible for ensuring that all PHI you request, submit, or process through the Services is permitted under HIPAA and applicable agreements with your own upstream Covered Entities or Business Associates.

Your use of the Services involving PHI is governed by our Business Associate Services Agreement (BASA), which is incorporated into these Terms.

2. Eligibility

2.1 HIPAA-Regulated Customers Only

You may only use the Services if you are:

- A HIPAA Business Associate
- A subcontractor of a Business Associate

- A Covered Entity
- A vendor engaging solely in HIPAA-permitted operations involving PHI

If you are not working within these regulated roles, you may not use the Services to access PHI.

2.2 Age

You must be at least 18 years old to use the Services.

3. Account Registration

You must create an account and provide accurate, complete information. You agree to:

- Keep your credentials confidential
- Implement reasonable security for your systems and users
- Notify us of any unauthorized access to your account

We may suspend or terminate your account for any security concerns, misuse, or violations of these Terms.

4. Customer Responsibilities

You agree to:

4.1 Lawful Use Only

Use the Services only as permitted by:

- HIPAA
- HITECH
- TEFCA rules (when applicable)
- State privacy laws
- All agreements between you and your Covered Entities / Business Associates
- These Terms and the BASA

4.2 Data Permissions

You must have all lawful rights and authorizations (including patient consent where required) before requesting or submitting PHI through the Services.

4.3 API Security

You must:

- Protect API keys
- Restrict usage to authorized personnel
- Rotate keys if compromised
- Use TLS encryption for all inbound/outbound traffic

4.4 Customer Systems

You are responsible for all activity occurring through your systems, your users, and any integrations using your credentials.

5. Our Responsibilities

AccessHealthData will:

- Provide secure, compliant infrastructure for PHI
- Implement reasonable technical and administrative safeguards
- Maintain uptime as commercially reasonable
- Provide documentation and support resources
- Notify you of Security Incidents or Breaches as described in the BASA

We may update, enhance, or modify the Services, provided such changes do not materially degrade core functionality without notice.

6. Prohibited Uses

You may not:

- Use the Services for marketing, advertising, or patient outreach without applicable consent
- Misrepresent your identity or authority to access PHI
- Attempt to access data for individuals with whom you have no treatment, payment, or operations relationship
- Use the API to build a competing health data infrastructure product
- Scrape, resell, or redistribute data outside HIPAA-permitted purposes
- Interfere with or degrade the platform
- Reverse engineer or attempt to circumvent security controls

Violation of prohibited uses may result in immediate suspension or termination.

7. Fees and Payment

7.1 Pricing

Fees are displayed publicly on our website and tier pages. By using the Services, you agree to pay all applicable fees.

7.2 Billing

- Fees are billed via Stripe
- You must maintain a valid payment method
- Monthly charges include: Tier subscription (if applicable), Usage-based charges (processing, storage, overages), Setup/onboarding fees (if applicable)

7.3 Late Payments

Failure to pay may result in service suspension. We may charge interest or collection fees where permitted by law.

8. Intellectual Property

8.1 AccessHealthData IP

All rights, title, and interest in the platform, APIs, designs, software, and documentation belong to AccessHealthData.

8.2 Customer IP

PHI and data you provide remains your property (or that of your Covered Entity). We claim no ownership of your data.

8.3 Feedback

You grant us a license to use feedback to improve the Services without obligation to you.

9. Confidentiality

- Each party will keep the other's Confidential Information secure and use it only for permitted purposes.
- PHI is governed by the BASA.
- Confidential Information excludes information that is public, independently developed, or lawfully obtained from a third party.

10. Data Handling

10.1 PHI Processing

PHI is handled solely per the BASA.

10.2 Deletion

Upon request or termination, we will destroy or return PHI unless retention is required for legal, security, or operational reasons.

10.3 Backups

Backups may persist for a limited duration but remain protected and are not used for any purpose.

11. Availability and Support

AccessHealthData will provide:

- Reasonable uptime
- Maintenance windows
- API status transparency
- Online support (including AI-driven support tools)

We do not guarantee:

- Uninterrupted availability
- Zero loss of data
- Compatibility with all systems

12. Term and Termination

12.1 Term

These Terms apply from account creation until termination.

12.2 Termination by Customer

You may terminate your account at any time.

12.3 Termination by AccessHealthData

We may suspend or terminate access immediately for:

- Violations of law

- Violations of these Terms
- Security risks
- Non-payment
- Misuse of PHI

12.4 Effect of Termination

Upon termination:

- You must stop using the Services
- You may export PHI through APIs
- We will delete or return PHI as described in the BASA
- Fees owed remain payable

13. Warranties and Disclaimers

THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY OR COMPLETENESS OF DATA

We do not guarantee that data received from third-party networks (including QHINs, HIEs, EHRs, or clearinghouses) is accurate or complete.

14. Limitation of Liability

To the maximum extent permitted by law:

- AccessHealthData's total liability under these Terms will not exceed the amounts you paid to AccessHealthData in the 12 months prior to the claim.
- We are not liable for indirect, incidental, special, consequential, or punitive damages, including lost profits, lost data, or business interruption.

15. Indemnification

You agree to indemnify, defend, and hold harmless AccessHealthData from claims arising out of:

- Your misuse of the Services
- Your violation of these Terms

- Your breach of HIPAA obligations or upstream BAAs
- Unauthorized use of PHI by your users or systems

16. Modifications to Terms

We may update these Terms from time to time. Material changes will be posted online. Continued use of the Services after changes constitutes acceptance.

17. Governing Law

These Terms are governed by the laws of the State of Delaware, excluding its conflict-of-law provisions. Any disputes must be resolved in courts located in Delaware.

18. Miscellaneous

- Assignment: You may not assign these Terms without our consent.
- Severability: If any provision is unenforceable, the remainder remains in effect.
- No Waiver: Failure to enforce a provision does not waive our rights.
- Entire Agreement: These Terms + BASA + Pricing Page = entire agreement.

Acceptance

By clicking "Create Account," "Accept," or using the API, you acknowledge that you have read, understood, and agree to be bound by these Terms.