



YourMedReview™
LLC

Medical Record Summaries, Made Clear.

Terms and Conditions

Version October 2025



Version 10/2025

YourMedReview LLC (“Company,” “we,” “us,” or “our”) establishes the following Terms & Conditions to govern the secure and compliant provision of services to each individual or entity (“User,” “you,” or “your”).

These Terms & Conditions are intended to be read in conjunction with the Company’s **HIPAA Business Associate Agreement (“BAA”)**. Together they form a single, integrated agreement defining the rights and obligations of the parties.

1. Scope of Services

YourMedReview LLC provides **human-reviewed summaries of medical records** supported by HIPAA-compliant artificial-intelligence tools for document analysis and organization.

Our engagement is limited to summarizing, organizing, and presenting information contained in the records you supply.

We do not provide medical, legal, financial, or other advice, and our work product must not be relied upon as a substitute for consultation with qualified professionals.

2. Acceptance of Terms and BAA

Before any services are initiated, you must electronically acknowledge that you have read these Terms & Conditions.

When you **electronically sign the Business Associate Agreement**, that single signature constitutes **simultaneous acceptance of both** the BAA and these Terms & Conditions in full.

No records will be reviewed or processed until this combined agreement has been executed

For one-time orders, execution applies to that individual transaction.

For subscription Users, the executed agreement governs the duration of your active subscription unless superseded by a later version executed by both parties.

3. Payment

All fees must be paid in full before work begins.

Prices are those **published on our website** or displayed within the applicable order form at the time of purchase.

For one-time summaries, you will be shown and must agree to the applicable price prior to submitting payment.

Payments are processed through **Stripe's secure, encrypted checkout**, which provides PCI-compliant handling of all financial information.

Work commences only after confirmation that payment has been successfully processed.

4. File Format and Content Limitations

- Each order may contain **one file only**, formatted as **PDF**.
- Files **must not be** password-protected or encrypted.
- The file must not exceed **1 gigabyte (GB)** in total size or **5,000 pages**.
- **Only medical-record content** in the English language may be uploaded. Submissions containing non-medical materials or unrelated data will be treated as improper submissions.
- If a submission exceeds size or page limits, or contains non-medical material or does not meet the standards for submission, the Company will:

(a) immediately and permanently delete all uploaded materials; and

(b) issue a **full refund** to the original payment method.

Written confirmation of refund and deletion will be provided.

These limits ensure security, confidentiality, and timely performance.

5. Monthly Summary Service (Subscription Users)

1. **Structure.** Each subscription tier includes a fixed number of summaries per monthly billing cycle. The count resets at the start of each new cycle.
2. **No Carryover.** Unused summaries expire at the end of the billing period and do not carry forward.

3. **Cancellation.** You may cancel at any time **before the next billing date** through the secure **Stripe Customer Portal** linked in your receipt email or by written notice to the Company. Cancellation becomes effective at the end of your current billing cycle.
 4. **No Proration or Refunds.** Fees are not prorated for partial periods. Upon cancellation, you retain service access through the paid term but will not be billed thereafter.
 5. **Service Access.** Subscriber upload privileges and priority scheduling remain available only while the subscription is active.
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6. Delivery of Work Product

Completed summaries—whether for one-time or subscription orders—are delivered exclusively by **secure, encrypted email** to the address associated with your account or provided at checkout.

Delivery is deemed complete when transmission to that address is successfully initiated.

The Company is not responsible for delays or failures caused by incorrect addresses, spam filtering, or network disruptions.

7. Record Handling and Deletion

All records are processed in accordance with HIPAA and applicable privacy regulations.

- **Medical-record uploads** are **permanently deleted immediately upon completion** of the corresponding summary.
- **Completed summaries** are retained for **thirty (30) days** solely for **delivery-verification**, after which they are permanently deleted from all systems.

All deletions are executed through encrypted, auditable procedures.

8. Accuracy and Limitations

Summaries are prepared solely from the materials you provide. The Company cannot verify the authenticity, completeness, or accuracy of those materials.

While reasonable care is taken to ensure clarity and correctness, the Company does not guarantee that any summary will be free from error or omission. You are solely responsible for how summaries are interpreted, used, or relied upon.

9. Refund Policy

All sales are final. Refunds are issued only when: (a) you cancel before processing begins; or (b) your submission violates the file, page, or content limitations in Section 4. All other payments are non-refundable except as required by law.

10. Business Associate Agreement (BAA)

YourMedReview LLC operates as a HIPAA-covered Business Associate. The BAA governs all handling of Protected Health Information (PHI). If any conflict arises between these Terms & Conditions and the BAA, the BAA controls with respect to PHI; otherwise, these Terms & Conditions govern. A signed copy of the BAA will be delivered with your completed summary.

11. Disclaimers of Warranty

The Company provides all services and deliverables **“as is” and “as available.”**

To the fullest extent permitted by law, the Company disclaims all express or implied warranties, representations, or conditions, including, without limitation, those of **accuracy, completeness, merchantability, fitness for a particular purpose, and non-infringement.**

No statement or assurance, whether oral or written, creates any warranty not expressly contained in this Agreement.

12. Limitation of Liability

To the maximum extent permitted by law, the total cumulative liability of YourMedReview LLC, its officers, employees, contractors, and affiliates for any claim arising out of or relating to the services shall **not exceed the total amount paid** by you for the specific service giving rise to the claim.

In no event shall the Company be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, regardless of theory or foreseeability.

This limitation applies notwithstanding any contrary term in the Business Associate Agreement.

13. Indemnification

You agree to defend, indemnify, and hold harmless YourMedReview LLC and its affiliates, officers, employees, and contractors from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your use or misuse of the services; (b) your breach of these Terms & Conditions or the BAA; or (c) any third-party claim relating to the records or data you provided.

14. Insurance and Risk Management

The Company maintains professional-liability and cyber-liability insurance consistent with industry standards for HIPAA Business Associates. Such insurance does not create or expand any warranty or obligation beyond that expressly provided herein.

15. Confidentiality and Compliance

All records are treated as confidential and protected under HIPAA and applicable state privacy laws. The Company employs administrative, physical, and technical safeguards designed to ensure confidentiality, integrity, and availability of data. You are responsible for ensuring that you have lawful authority to share all materials submitted.

16. Governing Law and Dispute Resolution

These Terms & Conditions and any dispute or claim arising out of or related to them shall be governed by and construed in accordance with the **laws of the State of Michigan**, without regard to its conflict-of-law principles.

Any dispute, claim, or controversy arising from or relating to the services or these Terms & Conditions shall be resolved exclusively by **binding arbitration** administered by the **American Arbitration Association** under its **Commercial Arbitration Rules**, before a **single neutral arbitrator** seated in Michigan. The arbitrator's award shall be final and may be entered in any court of competent jurisdiction.

Each party waives any right to a jury trial.

Class Action Waiver: All claims must be brought on an individual basis and not as part of any class, collective, or representative action.

The prevailing party in arbitration shall be entitled to recover reasonable attorneys' fees and costs.

17. Severability

If any provision of these Terms & Conditions is held unenforceable, that provision shall be modified to the minimum extent necessary to render it enforceable, and the remaining provisions shall remain in full force and effect.

18. Waiver

No waiver of any provision or breach is effective unless in writing and signed by the waiving party. Failure to enforce any provision shall not constitute a waiver of that or any other provision.

19. Assignment

You may not assign or transfer these Terms & Conditions without the Company's prior written consent. Any attempted assignment without consent is void. These Terms & Conditions bind and benefit the parties and their permitted successors and assigns.

20. Counterparts and Electronic Signatures

These Terms & Conditions may be executed electronically and in counterparts. Electronic signatures and records have the same legal effect as handwritten originals.

21. Notices

Legal notices must be directed to **support@yourmedreview.com** or to the physical address published on the Company's website. Operational communications (order status, delivery

confirmation, general correspondence) may be sent electronically to the email associated with your account. Security or privacy incidents will be addressed in accordance with the BAA.

22. Modifications

The Company may amend these Terms & Conditions at any time by posting a revised version on its website. Continued use of the services after such posting constitutes acceptance of the revised terms.

23. Our Commitment to You

YourMedReview LLC conducts business with integrity, transparency, and respect for privacy. Every record and summary is handled with the utmost care and HIPAA-compliant security—from upload to permanent deletion.