

HELLOPATIENT TERMS OF USE

Introduction

We, CaseDrive, LLC (“CaseDrive”, “we”, “us”) power health care solutions, such as the HelloPatient app, which are on behalf of your healthcare provider (our “Services”). These Services which include applications, websites and mobile devices, may allow you to communicate, coordinate and manage your medical care with your healthcare provider. When you use the Services, our collection and handling of your information is regulated by the Health Insurance Portability and Accountability Act (“HIPAA”) and our agreements with your healthcare provider. For the avoidance of doubt, “you” includes parties with authorized access to the Services.

You may also receive a HIPAA Notice of Privacy Practices from your healthcare provider. If that HIPAA Notice of Privacy Practice conflicts with any provision in this Privacy Policy, your healthcare provider's HIPAA Notice of Privacy Practices will control. We do not control and are not responsible for your healthcare provider's privacy practices. For questions on those practices, please consult your healthcare provider.

Because the information we collect under this Privacy Notice is regulated by HIPAA, it may be exempt from certain U.S. state privacy laws. You may contact us if you have questions about these exemptions.

ANY UNAUTHORIZED REGISTRATION FOR, ACCESS OR USE OF OUR SERVICES, CLIENT ACCOUNTS OR THIRD PARTY PLATFORMS IS STRICTLY PROHIBITED.

THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US THROUGH MEDIATION AND WITHOUT A JURY TRIAL, ON AN INDIVIDUAL BASIS, AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION.

1. Scope & Purpose

These Terms of Use relate to your use of the Services. Additional specific privacy policies, terms and agreements may also apply to any particular Services you use. If you use our Services to access or share data with any websites, applications, platforms, services, solutions or portals of any third parties (each, a “Third Party Platform”), the privacy policies, terms and agreements of such Third Party Platforms will apply to your use of such Third Party Platform. We do not control and are not responsible for Third Party Platforms, whether you access such platforms using our Services or otherwise.

Our Services are not intended for use by anyone outside of the United States.

Any unauthorized registration for, access or use our Services or Third Party Platforms is strictly prohibited.

2. Confirmation of agreement

You agree that when you use our Services that display or link to these Terms of Use, you are agreeing:

- to enter into a legally binding contract with CaseDrive;
- to be bound by and fully comply with these Terms of Use (the “Agreement”); and
- you are at least the age of legal majority in your place of residence and otherwise legally competent to enter into contracts. Alternatively, if you are under the legal age of majority in your jurisdiction or otherwise not legally competent to enter into contracts, your parent or guardian must agree to these terms on your behalf prior to your use of the Services.

These Terms of Use may change from time to time. Your use of the Services after we make changes is deemed to be acceptance of those changes. Please check periodically for updates.

3. Your Obligations

You agree that:

- You will fully comply with the Agreement.
- You will not register for or maintain any user profile created in connection with your use of the Services in any manner that would violate any applicable laws or regulations or any applicable policies, terms and agreements with CaseDrive, our clients or any Third Party Platforms.
- You will not provide any false information to CaseDrive when you use our Services.
- You will not create an account in connection with the Services for anyone other than yourself without appropriate legal authority and permissions.
- You will not use or attempt to use another person’s or organization’s account in connection with the Services without appropriate authority and permissions.
- You will not disclose information that you do not have the consent and legal right to disclose (such as confidential information of others (including your employer or of other users)).
- If we disable your account in connection with the Service, you will not create another one without our permission.
- You will not transfer any account in connection with the Services to anyone else.
- We can remove or reclaim any username or other credential identifier associated with your account if we believe the identifier is not appropriate, in our sole discretion.
- You will maintain and properly update your account information so that it remains current, complete and accurate at all times.
- We may rely on any password or other credentials you select for your account to identify you.
- You will notify CaseDrive immediately if you suspect that the security or secrecy of your account login information may have been compromised.
- You will not override any security feature or bypass or circumvent any access controls or use limits of our Services.
- You will not use bots or other automated methods to access our Services without our written consent.
- You will not monitor the availability, performance or functionality of our Services for any competitive purpose.
- You will not engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of our Services without our written consent.
- You will not interfere with the operation of, or place an unreasonable load on, our Services (for example, spam, denial of service attack, viruses, or cryptojacking).

In addition:

You acknowledge and agree that our Services are not intended for users under the age of thirteen (13) years old.

You acknowledge and agree that you will be held responsible for any losses incurred by CaseDrive, our clients, any other user of our Services and any Third Party Platforms that are in any way related to your failure to maintain the security of your applicable account credentials.

You represent and warrant that all information you provide in the Services is current, complete and accurate to the best of your knowledge. If you change or deactivate any of your mailing addresses, email accounts, or telephone numbers connected to your account, you agree to update your account immediately to ensure that any communications or other information are not sent to an incorrect address or phone number.

You provide express consent and all rights necessary for us to use your addresses and phone numbers for verification purposes.

You acknowledge and agree that, when using our Services, information will be transmitted over a medium that may be beyond the control of CaseDrive, our clients, or our or their licensors or suppliers. Accordingly, neither CaseDrive, our clients, nor our or their licensors nor suppliers assume liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with your use of the Services.

4. Our Reservation of Rights

You do not acquire any ownership interest in our Services. We reserve and shall retain the entire right, title, and interest in and to our Services, including all copyrights, trademarks, and other intellectual property rights. We reserve all rights not expressly granted herein. There are no implied rights or licenses granted to you under the Agreement.

We own all rights to our logos and trademarks used in connection with our Services. All other logos and trademarks used in connection with our Services, any client accounts or any Third Party Platforms are the property of their respective owners.

5. Licensing

You acknowledge and agree that our Services contain proprietary and confidential information and content that is protected under U.S. and international intellectual property laws and regulations, including trade secret, copyright, trademark, service mark, patent or other proprietary rights and laws. Other than a limited license as provided below, you agree not to sell, rewrite, modify, reproduce, distribute, redistribute, create derivative works of (including translating), rent or provide any confidential or proprietary information or content related to your use of our Services, in whole or in part.

Subject to your compliance with the Agreement and all applicable laws and regulations, CaseDrive grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited personal license to access the Services for your lawful personal and noncommercial uses.

Subject to the license granted to you by CaseDrive as described above, you may retain ownership of communications or other material that you post or transmit through the Services including, to the extent property interests exist, any data, questions, comments, suggestions, or the like ("User Data"). You grant CaseDrive a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to reproduce, transmit, display, disclose, and otherwise use User Data.

6. Third Platforms & Services

If you use our Services to login, access or use any Third Party Platform or any Services, your access to and use of such Third Party Platform or Service will also be governed by the Third Party Platform's or Service's terms of use, privacy policy, and any other agreements or terms, which are solely between you and the Third Party Platform or Service provider. You acknowledge and agree that CaseDrive is not responsible for any Third-Party Platforms, including their content, features, functionality, accuracy, completeness, timeliness, validity, legal compliance, performance, security, operations, decency, quality, or any other aspect thereof. CaseDrive does not assume and will not have any liability or responsibility to you or any other person or entity related to any Third-Party Platforms. Your access and use of any Third Party Platforms is entirely at your own risk.

7. Updates; Bug Fixes

We may, from time to time in our sole discretion, develop and provide updates to our Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify (or delete in their entirety) certain features and functionality of our Services. You agree that CaseDrive has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

8. Term & Termination

The term of this Agreement commences when you use our Services and will continue in effect until terminated. We may terminate or modify your use of our Services at any time without prior notice in our sole discretion.

Upon termination: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of our Services. You agree that neither CaseDrive, our clients, nor our licensors shall be liable to you or any third party for any termination or modification of your use of the Services. Termination will not limit any of CaseDrive's or our client's rights or remedies at law or in equity. Sections 4 through 8 and 10 through 16 of this Agreement shall also survive termination, as well as any other sections of other portions of this Agreement that by their own terms survive.

9. DISCLAIMER OF WARRANTIES

YOUR USE OF OUR SERVICES IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CASEDRIVE, ON OUR OWN BEHALF AND ON BEHALF OF OUR CLIENTS AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO OUR SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT YOUR USE OF OUR SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CASEDRIVE OR OUR CLIENTS, OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, LICENSORS OR SERVICE PROVIDERS (COLLECTIVELY, "CASEDRIVE AND RELATED PARTIES"), HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE OUR SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; NOR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY AND DIRECTLY PAID BY YOU PERSONALLY TO CASEDRIVE FOR YOUR USE OF AND ACCESS TO THE SERVICES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE OR ANY OF OUR CLIENTS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CASEDRIVE CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION YOU SUBMIT IN CONNECTION WITH YOUR USE OF OUR SERVICES, OR FOR YOUR OR THIRD PARTIES' USE OR MISUSE OF ANY CONTENT, DATA OR OTHER INFORMATION TRANSMITTED OR RECEIVED USING OUR SERVICES. CASEDRIVE IS NOT YOUR HEALTHCARE PROVIDER AND DOES NOT PROVIDE HEALTHCARE TREATMENT OR OTHERWISE ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY TREATMENT YOU MAY RECEIVE FROM YOUR HEALTHCARE PROVIDER IN CONNECTION WITH YOUR USE OF THE SERVICES.

STATE LIMITATIONS: SOME U.S. STATES DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN SUCH STATES, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IN SUCH STATES, THE LIABILITY OF THE CASEDRIVE AND RELATED PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CaseDrive from and against any and all losses, damages, liabilities, arising from third party claims arising from or relating to your improper use of your use of our Services or your breach of this Agreement.

13. MEDIATION

You agree to submit any and all disputes, claims, or controversies arising out of or relating to your use of Services or this Agreement to JAMS, or its successor, for mediation in Boston, Massachusetts. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, which must set forth the subject of the dispute, the relief requested, and the factual and legal bases for such relief. You agree to cooperate with JAMS and with CaseDrive in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties shall participate in the mediation in good faith and equally share the costs of the mediation. If the dispute is not resolved by mediation, the party seeking relief may pursue all remedies available at law, subject to the terms of this Agreement. Notwithstanding this Section 13, we may (i) terminate, modify or freeze your use of Services or this Agreement according to its terms and/or (ii) seek injunctive relief.

14. CHOICE OF LAW; FORUM; SERVICE OF PROCESS

You agree that any dispute arising out of or relating to your use of the Services or this Agreement, including any conduct related to this Agreement following termination hereof (each, a "Dispute") will be governed exclusively by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. The Federal District Court for the District of Massachusetts or the business litigation section of the state superior court of Massachusetts will be the exclusive venue for any resolution of any Dispute. You hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes.

You hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to your use of our Services.

You agree not to join or consolidate claims by other users, or to pursue any claim as a representative or class action or in a private attorney general capacity.

No claim against CaseDrive, any of our clients, and our and their officers, directors, employees, agents, affiliates, successors, assigns, licensors and service providers, or any Third Party Platform provider for a Third Party Platform related to your use of the Services, of any kind under any circumstances may be asserted or filed more than one year after you know, or in the exercise of reasonable care could know, of any circumstances, whether by act or omission, that may give rise to such claim.

You consent to receive service of process by electronic means or social media to the extent allowed by the applicable federal or state court. (This constitutes express agreement of the parties regarding your consent pursuant to Federal Rule of Civil Procedure 5(b)(2)(E) and any applicable state law equivalent.)

15. COMMUNICATIONS

In connection with your accounts created through your use of the Services, CaseDrive may need to send business, informational, support and security related messages (whether texts, alerts or calls) to all telephone numbers, including cellular numbers or mobile devices, you choose to provide on your accounts. You agree such texts or calls may be pre-recorded messages or placed with an automatic telephone dialing system. In addition, you agree that CaseDrive may send service or account related text messages to cellular phone numbers you provide to CaseDrive, and you agree to accept and pay all carrier message and data rates that apply to such text messages.

If you choose to provide an e-mail or other electronic address on your account, you acknowledge and consent to receive business and informational messages relating to your account at the address, and you represent and warrant that such address is your correct address and is not accessible or viewable by any other person.

16. MISCELLANEOUS

If we do not act to enforce a breach of this Agreement or any portion thereof, that does not mean that we have waived our right to enforce this Agreement.

You may not assign or transfer accounts created while using our Services or this Agreement to anyone without our consent. However, you agree that we may assign this Agreement to any of our affiliates or subsidiaries, or in connection with any merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, without your consent and without notice.

You and we agree that there are no third-party beneficiaries of this Agreement.

If a court with authority over this Agreement finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving the intent of the Agreement. If the court cannot do that, you and we agree to ask the court to remove the unenforceable part and still enforce the rest of this Agreement.

Residents of New Jersey: if you are from New Jersey, the foregoing sections are intended to be only as broad as is permitted under the laws of the state of New Jersey. If any portion of the Agreement is held to be invalid under the laws of the state of New Jersey, the invalidity of such portion shall not affect the validity of the remaining portions of the applicable sections.

Section titles are for convenience only and will not affect the meaning of this Agreement.

17. Contact US

You agree to provide any legal notice regarding your use of Services or any alleged breach of this Agreement to:

CaseDrive
ATTN: Legal
505 Strander Blvd
Tukwila, WA 98088 USA

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