



API Terms of Use

Email: support@braintreemd.com

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Version 1.1

Thank you for using one or more of the healthcare application programming interfaces created by Braintree, LLC ("Braintree Health"), the associated portals, documentation and other developer services and software (collectively, the "API"). By accessing or using the API, you are agreeing to be bound by the Terms of Use ("TOU") below with respect to any application or software that you directly or indirectly use or develop, in whole or in part, which accesses or uses the API (an "API Client"). If there is a conflict between these terms and terms contained in any other mutually executed agreement between you and Braintree Health, the terms of that mutually executed agreement will control. If you access or use the API as an interface to, or in conjunction with, other Braintree Health products or services, then all terms and conditions for those other products or services also apply and supplement this TOU. Send any questions relating to the TOU to Braintree Health at support@braintreemd.com.

SECTION 1 AUTHORIZED ACCESS OR USE AND REGISTRATION

(a) Registration. By accessing or using the API, you agree to register as an Authorized Developer with Braintree Health within ten (10) days of first access or use (the "Introductory Period"). In order to have continued access to the API beyond the Introductory Period, you will be required to register and provide certain information (including, but not limited to, identification and contact details) as part of the registration process. You agree to keep all registration information accurate and current.

(b) API Client Identity. During the registration process and for so long as you have access to the API, Braintree Health reserves the right to issue a unique client identifier ("API Client Identity") for each API Client. You will only access (or attempt to access) the API by the means described in the API documentation provided by Braintree Health. You will not misrepresent or mask either your identity or your API Client Identity when accessing or using the API. You agree to use your API Client Identity only for the single API Client for which it was issued. You agree to maintain the confidentiality of your API Client Identity. You agree that you will not use your API Client Identity for any other purpose.

(c) Eligible Users. An Authorized Developer must also be an Eligible User. You must satisfy all of the following requirements to qualify as an Eligible User:

- (i) you must be of legal age and satisfy all other applicable legal requirements to form a binding contract with Braintree Health, including but not limited to being duly authorized by any and all entities signing such contract;
- (ii) you must not be barred from using or receiving the API under the applicable laws of the United States or any other country;
- (iii) neither you nor any of your affiliates, managers or personnel is subject to a corporate integrity agreement or any other restriction or investigation by any payer, government agency or industry self-regulating organization; and
- (iv) neither you nor any of your affiliates, managers or personnel is listed on the General Services Administration's Excluded Parties List System, suspended or excluded from participation in any Government Payer Programs, or subject to any pending or threatened investigation that may result in being so listed, suspended or excluded.

SECTION 2 TERMS OF USE

(a) Compliant Access or Use. Any party accessing or using the API (including, but not limited to, all Authorized Developers) must comply with all provisions of the TOU and all other applicable laws, regulations, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the API to introduce malware or other destructive elements into any application, software or system, to conduct or promote illegal activity, or to violate or promote the violation of any rights of Braintree Health or its affiliates or any third party.

(b) Monitored Access and Use. By accessing or using the API, you grant Braintree Health permission (i) to monitor your access to, and use of, the API; and (ii) to collect and use that information to improve, and ensure the quality of, Braintree Health products, as well as to verify your compliance with the TOU.

(c) Intellectual Property. YOU ACKNOWLEDGE THE INTELLECTUAL PROPRIETARY RIGHTS OF BRAINTREE HEALTH IN THE API AND AGREE THAT BRAINTREE HEALTH'S OWNERSHIP OF SUCH INTELLECTUAL PROPERTY RIGHTS IS UNCHANGED BY THIS TOU OR YOUR ACCESS TO, OR USE OF, THE API. NO GRANT OR TRANSFER OF ANY SUCH RIGHTS IS MADE OR IMPLIED. BRAINTREE RESERVES THE RIGHT IN ITS DISCRETION TO USE ANY DATA FROM MONITORED ACCESS AND USE ALONG WITH ANY FEEDBACK OR SUGGESTIONS YOU PROVIDE TO IMPROVE THE API WITHOUT OBLIGATION TO YOU. YOU ACKNOWLEDGE AND AGREE THAT YOU DO NOT HAVE, OR ACQUIRE BY VIRTUE OF THIS TOU, OR YOUR ACCESS TO, OR USE OF, THE API, OR ANY ACTIVITY CONTEMPLATED BY THIS TOU, ANY RIGHT, TITLE OR INTEREST IN OR TO THE API OTHER THAN THE LIMITED RIGHTS SET FORTH HEREIN.

(d) No Exclusivity. Braintree Health is permitted to work with other developers and develop products and services as Braintree Health determines is appropriate in its discretion, irrespective of whether such developers, products or services could be considered competitive with you.

(e) No Copying or Reproduction. No part of the API may be copied, reproduced or in any way provided, shared or shown to any person or entity other than the Authorized Developer without the prior express written consent of Braintree Health. You shall not directly or indirectly (i) create any software or documentation that is in any way similar to the API; (ii) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify the API; or (iii) permit any third party to engage in any of the acts proscribed herein.

(f) No Reverse Engineering. You are not permitted and agree not to do any of the following: (i) disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the API; (ii) use any similar means to discover the processes, procedures, source code or other intellectual property associated with the API; or (iii) otherwise circumvent any technological measures that control access to the API.

(g) Testing. Direct access to Braintree Health technology is not required to develop or test your products. Further, access to the API does not grant you permission to access any Braintree Health technology or the Braintree Health technology used by licensed Braintree Health customers. Such access, even with permission from a licensed Braintree Health customer, without first receiving the express written consent of Braintree Health, is in violation of the TOU.

(h) Security of Information. You will use commercially reasonable efforts to protect user information and/or any other data protected by HIPAA that is collected and/or used by any of your API Clients, including Individually Identifiable Health Information ("IIHI"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law, including HIPAA, HITECH and other applicable laws or regulations. Data exchange between your API Client and the API or any third-party system must be secured with industry standard encryption while in transit and must use authentication and authorization protocols. Your API Client must secure all data on an end-user's device and must enforce inactivity time-outs.

(i) Privacy of Information. Your API Client must not circumvent the display of any authentication or consent mechanisms from Braintree Health nor violate applicable federal, state or local law, including HIPAA, HITECH and other applicable privacy regulations. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client any user information you collect and how you use and share such information with Braintree Health and third parties. You may not share the data collected by your API Client with any third party without the express written consent of the user of the API Client and the patient whose data is being shared.

(j) Responsible Development and Usage. You agree to be familiar with, and abide by, principles for responsible healthcare application development and usage that are published by governmental authorities, regulatory bodies and/or certification entities within the healthcare industry.

SECTION 3 RIGHTS AND REMEDIES OF BRAINTREE HEALTH

(a) Suspension of Access. Braintree Health reserves the right in its discretion to suspend your API Client Identity and/or access to the API to address an alleged breach of the TOU or any other agreement with Braintree Health, as well as failure to register within the Introductory Period and any technical, practical or other perceived issues or concerns. Braintree Health will use commercially reasonable efforts to communicate and work with you to resolve the issue(s), but makes no assurances that the issue will be resolved to your satisfaction or will be resolved within a certain time. You acknowledge and agree that Braintree Health may suspend access to the API without liability to you or your users. If your access is suspended, you understand that your API Client will not be able to use the API to communicate with other systems until the issue or concern is resolved and your access is restored. You agree to notify all of your users in writing of this provision.

(b) Termination of Access. Braintree Health reserves the right to terminate your access to the API in the event you breach, or fail to comply with, any provision of the TOU.

(c) Other Rights and Remedies. Braintree Health reserves the right to pursue any and all other remedies available to Braintree Health at law or in equity, including but not limited to a temporary restraining order, injunction, protective order or similar remedy, and you consent to the jurisdiction of any court issuing such order. All rights and remedies of Braintree Health shall be cumulative.

**SECTION 4
DISCLAIMER OF WARRANTIES**

THE API, INCLUDING ANY AND ALL INFORMATION, MATERIAL, DATA, GRAPHICS, SERVICES AND CONTENT THEREIN, IS PROVIDED TO YOU "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS." SPECIFICALLY, BRAINTREE HEALTH MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT: (A) ACCESS TO THE API AND ANY INFORMATION OBTAINED FROM IT WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE; (B) THE INFORMATION OBTAINED FROM THE API WILL BE ACCURATE, RELIABLE, COMPLETE OR OTHERWISE SATISFY YOUR EXPECTATIONS OR REQUIREMENTS; OR (C) ANY ISSUES AFFECTING ACCESSIBILITY OR USE OF THE API WILL BE CORRECTED TO YOUR SATISFACTION OR WITHIN A CERTAIN TIME. GENERALLY, BRAINTREE HEALTH DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**SECTION 5
ASSUMPTION OF RISK**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS AND/OR USE OF THE API IS AT YOUR OWN RISK. YOU ASSUME ALL RISK FROM ANY DAMAGE TO YOUR API CLIENT, APPLICATION, HARDWARE, SERVER, SOFTWARE AND ANY OTHER COMPONENTS OR RESOURCES OF YOUR SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA OR DAMAGES RESULTING FROM MALWARE OR VIRUS.

**SECTION 6
LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT BRAINTREE HEALTH (AND ITS AFFILIATES, AND ALL OF THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS) WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES RESULTING IN LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONIC SUBMISSIONS, OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH THE API, EVEN IF BRAINTREE HEALTH HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, OR IN TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO: (A) THE ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE API; (B) STATEMENTS OR CONDUCT OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT, UNAUTHORIZED ACCESS, ALTERATION OF DATA, IMPROPER TRANSMISSION OF DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (C) MATERIAL, CONTENT OR INFORMATION YOU MAY OBTAIN, USE, MODIFY, OR DISTRIBUTE.

SECTION 7 INDEMNIFICATION

(a) Scope of Indemnity. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND BRAINTREE HEALTH (AND ITS AFFILIATES, AND ALL OF THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, EXPENSE, LIABILITY, OBLIGATION, ACTION OR CAUSE OF ACTION, INCLUDING REASONABLE ATTORNEYS' FEES AND REASONABLE COSTS OF INVESTIGATION, WHICH BRAINTREE HEALTH (AND ITS AFFILIATES, AND ALL OF THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES) MAY SUSTAIN, PAY, SUFFER OR INCUR BY REASON OF ANY OF YOUR ACTS OR OMISSIONS, WHETHER OR NOT NEGLIGENT, OR YOUR BREACH OF THE TOU.

(b) Indemnification Procedure. IF BRAINTREE HEALTH RECEIVES NOTICE OF A CLAIM OR POTENTIAL CLAIM, BRAINTREE HEALTH WILL NOTIFY YOU OF THE CLAIM OR POTENTIAL CLAIM AND YOUR OBLIGATION TO INDEMNIFY BRAINTREE HEALTH. BRAINTREE HEALTH RESERVES THE RIGHT TO PERMIT YOU, AT YOUR EXPENSE, TO ASSUME THE HANDLING AND DEFENSE OF ANY SUCH CLAIM. IN THE EVENT YOU ASSUME THE HANDLING AND DEFENSE OF SUCH CLAIM, YOU AGREE TO PROVIDE REGULAR AND TIMELY REPORTS TO BRAINTREE HEALTH WITH REGARD TO THE MATTER. YOU SHALL NOT PAY OR SETTLE ANY CLAIM SUBJECT TO THIS INDEMNITY WITHOUT THE PRIOR WRITTEN CONSENT OF BRAINTREE HEALTH.

SECTION 8 GENERAL PROVISIONS

(a) Governing Law and Venue. The TOU will be governed in all respects by the laws of the State of Texas of the United States of America, without regard to conflict of laws principles. Mandatory venue for any dispute arising with respect to the TOU shall be the State District Courts in Nueces County, Texas or the Federal District Court of the Southern District of Texas in Corpus Christi, Texas when required by law.

(b) Assignment. You are not permitted to assign your API Client Identity or any other rights or obligations under the TOU without the express written consent of Braintree Health. Braintree Health may assign its rights and obligations under the TOU without your consent, and any successors or assigns of Braintree Health shall be able to fully enforce the TOU.

(c) Survival. All provisions of the TOU shall survive and remain in full force and effect after suspension or termination of access to the API for the maximum period permitted by law.

(d) Waiver. Any delay, or decision of Braintree Health to refrain from, exercising any right under the TOU will not waive any such right or create any expectation of non-enforcement.

(e) Severability. If any provision, clause or part, or the application of a provision, clause or part of the TOU is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision, clause or part, may be reduced in scope by the court to the extent it deems necessary to render it reasonable and enforceable. The remainder of the TOU shall not be affected.

(f) Modification. Braintree Health reserves the right to modify the TOU from time to time as Braintree Health determines appropriate in its discretion. You should review the TOU regularly. Notice of modifications to the TOU will be posted on our website. Changes will become effective thirty (30) days after they are posted; provided, however, changes addressing new functions for the API or changes made for legal reasons will be effective immediately. Your continued use of the API constitutes your acceptance of the modified TOU.

(g) Relationship Purely Contractual. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal and agent relationship or other form of joint enterprise between the parties.

(h) Captions. The captions of the paragraphs in the TOU are included for your convenience only and shall not affect the meaning, construction, or effect of the TOU.