

Terms of Use

Carerix API Service

Version December 2017

Thanks for using Carerix.

Please read these Terms carefully. By using Carerix API or signing up for an account, you're agreeing to these Terms. This is a legal agreement. We'll start with the basics, including a few definitions that should help you understand this agreement. Carerix API ("Carerix API" or the "Service") is an XML or REST service as explained in your API documentation that allows you to create, retrieve and change data in the related Carerix Application. The Carerix Application Service ("Carerix Application") is the SaaS environment where users of the Carerix Application can login and access the functionality and content that has been stored via the Carerix Application or via the Carerix API.

The Carerix Application and the Carerix API are owned and operated by Carerix B.V. Rotterdam Airportplein 28b, Rotterdam, The Netherlands ("Carerix," "we," or "us"). Carerix has employees, independent contractors, and representatives ("our Team"). As a customer of the Service or a representative of an entity that's a customer of the Service, you're a "Member" according to this agreement (or "you").

These Terms of Use ("Terms," including our Privacy Statement (see the Carerix website) and the "Acceptable Use Policy for the Carerix API" and

the API Documentation) define the terms and conditions under which you're allowed to use Carerix API, and how we'll treat your account while you're a Member. If you have any questions about our terms, feel free to [contact us](#).

ACCOUNT

1. Eligibility

In order to use Carerix API, you must:

1. be at least eighteen (18) years old and able to enter into contracts;
2. complete the registration process;
3. agree to the Terms
4. Agree to the Data Processing Agreement that is part of the Carerix Application;

By using the Carerix API, you represent and warrant that you meet all the requirements listed above, and that you won't use Carerix API in a way that violates any laws or regulations. (Representing and warranting is like making a legally enforceable promise.) Carerix may refuse service, close accounts of any users, and change eligibility requirements at any time.

2. Term

The Term begins when you sign up for Carerix API access and continues as long as you use the Service. After Carerix has provided the API access based on your request (you have to provide your name and email address and the name of the Carerix Application) means that you've officially "signed" the Terms. If you sign up for Carerix API on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

3. Closing Your Account

You or Carerix may terminate this Agreement at any time and for any reason by giving Notice to the other party. We may suspend our Service to you at any time, with or without cause. If we terminate your account without cause, we won't refund or reimburse you. Once terminated, we may permanently delete your account and all the data associated with it, including your emails. If you don't use the Carerix API for 12 or more months, we may treat your account as "inactive" and permanently delete the account and all the data associated with it, and stop the Service.

4. Changes

We may change any of the Terms by posting revised Terms of Use on our Website and/or by sending an email to the last email address you gave us. Unless you terminate your account within ten (10) days, the new Terms will be effective immediately and apply to any continued or new use of Carerix API. We may change the Service, or any features of the Service at any time.

5. Account and Password

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to, whether or not you authorized the use. You'll immediately notify us of any unauthorized use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your

current password, and for security reasons, we may only reset your password.

6. Account Disputes

We don't know the inner workings of your organization or the nature of your personal relationships, and we don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes directly with the other party. We decide who owns an account based on the information we have.

PAYMENT

7. Carerix application

The use of the Carerix API is linked to a Carerix Application. Although we do not charge for the use of the Carerix API, the linked Carerix Applications must be paid within the agreed payment term. In the case the Carerix application payment term has expired, Carerix has the right to stop the Carerix API Service.

8. Refunds

You won't be entitled to a refund from us.

RIGHTS

9. Proprietary Rights Owned by Us

You will respect our proprietary rights in the Carerix website, the Carerix Application, the API documentation and the Carerix API Service (proprietary rights include patents, trademarks, service marks, trade secrets, and copyrights). You are not allowed to use our brand assets without written approval from Carerix.

10. Proprietary Rights Owned by You

You represent and warrant that you either own or have permission to use all of the content that is exchanged with the Carerix API Service to the Carerix Application. You retain ownership of the content that you upload to the Service. We may use or disclose your materials only as described in these Terms and our Privacy Policy.

11. Privacy Policy

We may use and disclose your information according to our Privacy Policy as mentioned on the Carerix website. Our Privacy Policy will be treated as part of these Terms.

12. Right to Review

We may view, copy, and internally distribute content from your account to create algorithms and programs (“Tools”) that help us spot problem accounts. We use these Tools to find Members who violate these Terms or laws. For example, We study data internally to make our Carerix Application and/or Carerix API smarter and create better experiences. We will not disclose this information to other parties.

RULES AND ABUSE

13. General Rules

You promise to follow these rules:

1. You won’t violate our Acceptable Use Policy, which is part of this Agreement.
2. If you use our API, you’ll comply with our Acceptable Use Policy for the Carerix API Service.

Carerix does not allow accounts with the primary purpose of promoting or inciting harm towards others or the promotion of discriminatory, hateful, or harassing content. To this end, we may suspend or terminate your account: if either of the following occurs:

- **A Threat of Physical Harm.** This means any statement, photograph, advertisement, or other content that is uploaded via the Carerix API that in our sole judgment could be reasonably

perceived to threaten, advocate, or incite physical harm to or violence against others.

- **Hateful Content.** This means any statement, image, photograph, advertisement, or other content that is uploaded via the Carerix API that in our sole judgment could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

- An organization which has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content or A Threat of Physical Harm.
- A person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as Hateful Content or A Threat of Physical Harm.
- A person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content or A Threat of Physical Harm.

If you violate any of these rules, then we may suspend or terminate your account and access to the Carerix API Service.

14. Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately. If you received spam you think came from a Carerix API user, please report it to security@carerix.com.

15. Bandwidth Abuse/Throttling

You may only use our bandwidth for your Carerix API transactions.

16. Compliance with Laws

You represent and warrant that your use of Carerix API will comply with all applicable laws and regulations. You're responsible for determining whether our Services are suitable for you to use in light of any regulations like HIPAA, GLB, EU Data Privacy Laws (GDPR), or other laws. If you're subject to regulations (like HIPAA) and you use our Service, then we won't be liable if our Service doesn't meet those requirements. You may not use our Service for any unlawful or discriminatory activities.

If you're located in the Europe (EU Area) you represent and warrant that using the Carerix API, you:

1. Have collected, stored, used, and transferred all data relating to any individual in compliance with all data protection laws and regulations. You have the necessary permission to allow the Carerix API to receive and process data on your behalf.

2. Agree to indemnify and hold us harmless from any losses, including attorney fees, that result from your breach of any part of these warranties.
3. You are in agreement with our our Data Processing Agreement that came with the Carerix Application..

LIABILITY

17. Limitation of Liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Services. We and our Team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages. We accept no liability for any claims.

18. No Warranties

To the maximum extent permitted by law, we provide the Service as is. That means we don't provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Since people use the Carerix API for a

variety of reasons, we can't guarantee that it will meet your specific needs.

19. Indemnity

You agree to indemnify and hold us and our Team harmless from any losses, including attorney fees that result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including attorney fees, that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

20. Attorney Fees

If we file an action against you claiming you breached these Terms and we prevail, we're entitled to recover reasonable attorney fees and any damages or other relief we may be awarded.

21. Equitable Relief

If you violate these Terms then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

22. Subpoena Fees

If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

23. Disclaimers

We and our Team aren't responsible for the behavior of linked websites, or other Members.

FINE PRINT

24. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

25. Choice of Law

Any dispute related to the Terms, the Privacy Policy, the Acceptable Use Policy, the API documentation or the Service itself, will be decided by the

Dutch court in The Hague, The Netherlands, and each party will be subject to the jurisdiction of those courts.

26. Force Majeure

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

27. Survivability

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

28. Severability

If it turns out that a section of this Agreement isn't enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms will still be valid.

29. Amendments and Waiver

Amendments or changes to these Terms won't be effective until we post revised Terms on the Carerix website and/or publish it in the API Documentation and/or publish it in the Knowledge base/Forum and/or email you personally. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

30. No Changes in Terms at Request of Member

Because we have so many Members, we can't change these Terms for any one Member or group.

31. Further Actions

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

32. Notification of Security Breach

In the event of a security breach that may affect you or anyone in the Carerix API and/or Carerix Application, we'll notify you of the breach and provide a description of what happened. If we determine, and notify you, that you need to forward all or part of that information to anyone related to the breach, you'll promptly do so.

33. Notices

Any notice to you will be effective when we send it to the last email address you gave us and/or posted on our Carerix website and/or publish it in the API Documentation and/or publish it in the Knowledge base/Forum. Any notice to us will be effective when delivered to us along with a copy to our Security officer: security@carerix.com, Carerix BV, Rotterdam Airportplein 28b, 3045 Rotterdam, The Netherlands or any addresses as we may later post on the Carerix website.

41. Entire Agreement

These Terms, our Privacy Policy, Acceptable Use Policy, API Documentation (all of which are incorporated into these Terms by reference), and any additional terms you've agreed to by turning on specific features ("Additional Terms") make up the entire agreement and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into these Terms when you activate the feature.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Updated January 20, 2018