



## AvMed Interoperability API Developer Portal Terms and Conditions of Use

Please read this Agreement carefully and completely before using the AvMed Interoperability API Developer Portal available at <https://myhub.avmed.org/developerconsole> (collectively, the "Site") or any services or information provided through or in connection with the Site or by AvMed or one of its subsidiaries or affiliates, including SantaFe Healthcare (together with the Site, collectively, the "Service"). By clicking "I Accept" to this Agreement, or by using the Service (including any access to the Service), you expressly agree to be bound by this Agreement, by and between you and AvMed or one of its subsidiaries or affiliates ("AvMed," "us" or "we"), which incorporates by this reference any additional terms and conditions posted by AvMed through the Site, or otherwise made available to you by AvMed. This Agreement does not govern your use of other sites or apps (including services on other sites or apps) operated by AvMed. The information and resources contained on and accessible through the Service are made available by AvMed to certain third party developers, including the developer that employs or contracts you ("Your Company") subject to your agreement to the terms and conditions of this Agreement.

By using the Service, you affirm that you are of legal age to enter into this Agreement and are an authorized user of the Service as a representative from Your Company.

We may update this Agreement by notifying you of such updates by any reasonable means, including by posting the updated Agreement to the Site. Any changes in updating this Agreement will not apply to any dispute between you and us arising prior to the date on which we posted the updated Agreement, or otherwise notified you of such updated Agreement. The "Last Updated" legend above indicates when this Agreement was last changed. You should periodically review this page to determine if this Agreement has been updated. Your continued use of the Service following any updates to this Agreement shall constitute notice and acceptance of any such updates.

### SERVICES PROVIDED

Through the Site, AvMed may provide you with access to documentation, registration services, developer sandbox services, and other developer services related to AvMed's application programming interfaces – the "Patient Access API" and the "Provider Directory API" (together, the "APIs") – provided pursuant to the CMS Interoperability and Patient Access Final Rule (CMS-9115-F). References to "the Service" in this Agreement include your access and connection to and use of the APIs.



## **ACCOUNTS/REGISTRATION**

In order to access the APIs, you will be required to provide certain information (including identification and contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. You represent and warrant that any and all registration information you give AvMed is accurate, complete, and up to date. You must inform AvMed promptly of any updates so that we can keep you informed of any changes to the Service or this Agreement, which may impact your usage of the Service.

Developer Credentials (such as passwords, keys, tokens, and client IDs) issued to you by AvMed are intended to be used only by you and to identify any software which you are using with the APIs. You are responsible for maintaining the confidentiality of your Developer Credentials, and agree not to provide them to any third party. You are responsible for all statements made and acts or omissions that occur while your Developer Credentials are being used. You are responsible for any breach of security caused by your failure to maintain the confidentiality of your Developer Credentials. You agree to notify AvMed immediately in the event of loss or theft of your Developer Credentials, or if you believe the confidentiality of your Developer Credentials has been compromised in any way, or in the event of your learning about a possible or actual unauthorized use of the Service.

You may only access (or attempt to access) each of the APIs by the means described in the documentation for that API. If AvMed assigns you Developer Credentials, you must use them with the applicable APIs. AvMed reserves the right to revoke your Developer Credentials and/or access to the APIs at any time without prior notice for your failure to comply with this Agreement or where AvMed reasonably determines that your access to the APIs would present an unacceptable level of risk to the security of AvMed's systems.

If you are granted production application credentials for the APIs, you may only use those credentials with the application that is registered with AvMed for production access. AvMed may revoke your production application credentials if you use or attempt to use them with another application or product that has not been registered with AvMed for production access.

## **USAGE RULES AND REQUIREMENTS**

Subject to the terms and conditions of this Agreement and in accordance with the API documentation and applicable law, including the CMS Interoperability and Patient Access Final Rule (CMS-9115-F), you may only use (a) the Patient Access API to retrieve, with the approval and at the direction of an applicable AvMed enrollee or the enrollee's personal representative, certain data, as applicable, concerning adjudicated claims, encounter data from capitated providers, formulary data, and certain clinical data, if AvMed maintains any



such data; (b) the Provider Directory API to retrieve, as applicable, certain AvMed provider and pharmacy directory information; (c) the developer sandbox services to test your application's connection to the APIs.

You may not (a) access the APIs by means other than an application that has been registered with AvMed to access the APIs, (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive, reconstruct, identify, or discover any source code, underlying ideas, or algorithms of the Service by any means, except to the extent that the foregoing restriction is prohibited by applicable law, (c) remove any proprietary notices, labels, or marks from the Service. You agree to use the Services only for lawful purposes. You agree not to interrupt or attempt to interrupt the operation of the Service in any way. Any conduct by you that, as reasonably determined by AvMed, restricts, inhibits, or interferes with the ability of any other user to use the Service (including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities) is prohibited. You must not transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.

Your use of the APIs will be subject to certain limitations on access, calls, or use as set forth within this Agreement, the API documentation, or otherwise provided by AvMed. These limitations are designed to protect the security of AvMed's systems, manage the load on the system, promote equitable access, and prevent abuse, and these limitations may be adjusted without notice, as reasonably determined by AvMed. If AvMed reasonably determines that you have attempted to exceed or circumvent these limits, your ability to use the APIs may be blocked. AvMed may monitor your use of the APIs to, for example, improve the Service or to ensure compliance with this Agreement and the API documentation.

You and your application may only access, connect to, and/or retrieve data from each of the APIs after you and your application have successfully registered with AvMed for production access to the applicable API. You may not access, connect to, retrieve data from, or use in any way the Patient Access API except with the approval and at the direction of the applicable AvMed enrollee or the enrollee's personal representative.

## **PROPRIETARY RIGHTS**

As between you and AvMed, AvMed owns the Service. Parts of the Service are subject to trademark, service mark, copyright, and/or other intellectual property rights held by AvMed and its suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. AvMed's trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of AvMed. You acknowledge



that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

## **PRIVACY**

Your submission of information through the Services is governed by our applicable Privacy Policy. AvMed may disclose your information to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agency or official requesting such information.

## **RESPONSIBILITY FOR HARDWARE, SOFTWARE, TELECOMMUNICATIONS AND OTHER SERVICES**

You are responsible for obtaining, maintaining, and paying for all hardware, software, and all telecommunications and other services, needed for you to use the Service.

## **ELECTRONIC COMMUNICATIONS**

When you send emails or other electronic messages to us or in connection with the Service, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **DISCLAIMER OF WARRANTY**

Although AvMed reserves the right to correct any errors, omissions, or inaccuracies, we do not represent that the Service will operate without interruption or error, nor do we provide any assurances of the availability or usability of the Service.

AVMED AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION, CONTENT, SERVICES, FUNCTIONALITY, AND ANY OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, MERCHANDISE, MATERIALS, FUNCTIONALITY AND OTHER RESOURCES ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AVMED OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (COLLECTIVELY, THE "AVMED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE,

INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, ANY DEFECTS IN THE SERVICE, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AvMed shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

THE OPERATION OF THE SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND AVMED'S CONTROL. THE OPERATION OF THE SERVICE, WHETHER BY AVMED, ITS SUPPLIERS OR ITS VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. PASSWORD PROTECTION AND ANY OTHER SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO MATERIALS YOU MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH THE SERVICE, INCLUDING MATERIALS POSTED OR SUBMITTED TO THE SERVICE.

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the Service would not be provided to you absent such limitations.

## **INDEMNIFICATION**

You hereby agree to indemnify, defend, and hold the harmless the AvMed Parties from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to or arising out of your use of the content on the Service, or any Materials that you submit, post, or transmit through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

## **THIRD PARTY RESOURCES**

The Service may contain links to, or otherwise make available, third-party sites, services, products, information, content, materials, functionality, and/or other resources (“Third Party Resources”). These links and access are provided for your convenience and reference only. We do not control such Third Party Resources and, therefore, we are not responsible for such Third Party Resources, or any content posted on or made available by such Third Party Resources. Be aware that AvMed does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about such Third Party Resources, including without limitation the security of any materials, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third Party Resources or any other Internet sites. We reserve the right to terminate such links or such access at any time. The fact that we offer such links or access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third Party Resources, or any content made available thereby. Because some Third Party Resources employ automated search results or otherwise link you to Third Party Resources containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in or made available by Third Party Resources, including the weekly circular ads available online, and you hereby irrevocably waive any claim against us with respect to such Third Party Resources. Your use of any Third Party Resources is subject to the Third Party’s terms, conditions, and policies applicable to such products, services, or materials (such as Terms of Service or Privacy Policies of the providers of such products, services or materials). AvMed is not responsible for the privacy and security of any information you share with that Third Party. When you elect to receive these services from a Third Party, you agree to hold that AvMed harmless for any unauthorized use or disclosure of your personal information.

## **NO WAIVER OF RIGHTS**

AvMed’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

## **TERMINATION**

This Agreement is effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the Service. If you breach any provision of this Agreement, then you may no longer use the Service. Your use of the Service is at your sole risk.

AvMed reserves the right to: (1) refuse to provide you with access to the APIs if AvMed determines that your use violates this Agreement; or (2) terminate or deny you access to and





use of all or part of the APIs at any time if AvMed reasonably determines that your access to the APIs would present an unacceptable level of risk to the security of AvMed's systems. In the event that AvMed terminates or denies your access to the APIs, you may petition AvMed to receive or regain access to the APIs by contacting us. If AvMed determines that the circumstances that led to the denial or termination of your access to the APIs no longer exist, then AvMed will provide or restore your access to the APIs.

If this Agreement is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you in respect of your prior use of the Service (and any unauthorized further use of the Service); (b) any rights or licenses granted to us under this Agreement will survive such termination.