

# Check In Systems

## Software Usage Agreement

**Usage of Check In Systems Inc. software and/or website shall constitute agreement with the following;**

You understand that you have the right to terminate or not use the software at anytime. You should review this agreement in full and if you do not agree to the following, immediately cease usage of the software.

### **Definitions**

Subscriber shall mean the party by which payment was made to Check In Systems Inc. for the purpose of software usage.

End-User shall mean any person accessing Check In Systems Inc software and/or data.

### **General**

As a subscriber, you take responsibility for the access of end-users. You have the ability to assign and revoke access to the system and therefore take responsibility and liability of those you have given access to the software.

As an end-user of Check In Systems Inc software, you shall not use or allow use of the software or data for any known illegal purpose. Upon discovery of a known illegal purpose of software or data, you will immediately notify Check In Systems Inc. by email or direct phone call.

All data created, stored or destroyed shall remain the property of the subscriber and shall not be shared or used by any other party other than to support the subscriber and their end users unless subscriber has given specific permission.

The subscriber shall at all times have the right to download and backup any and all data stored. The end-user has the ability to destroy data at will, therefore the subscriber and end-user shall hold Check In Systems Inc and it's employees, executives, and associates harmless from any and all damages caused by data loss regardless of how or why the data was lost.

Our service is available 24 x 7 x 365. With the exception of maintenance updates, our systems remain online 24 hours everyday of the year. Maintenance and updates are inevitable and may require minimal downtime. Updates, security patches and code maintenance are all included in the subscription. Updates are normally scheduled between 10 pm and 4 am EST and may cause minor downtime. In the event an emergency fix is needed, Check In Systems, without notice, will repair what is necessary to protect data, code and performance at no cost to the subscriber. Downtime for updates, maintenance or emergencies shall not constitute loss on behalf of the subscriber.

Termination or non-use of the software does not entitle any party to a refund of any portion of fees paid.

In exchange for usage of this software, you agree to hold harmless Check In Systems Inc., it's employees, executives and associates from any and all claims or damages.

This agreement shall be governed by the laws of the State of Florida.

This agreement may be updated at times. Check In Systems will make this agreement available online at the login page of the software. It is the responsibility of the subscriber to review the agreement regularly. Notification of change will be posted at the login page.

This agreement shall immediately replace any and all agreements between the parties. Any previous agreement is hereby terminated and nullified.

DISCLAIMER and LIMITS

THE INFORMATION FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE FORM OR DOCUMENT IS DISCLAIMED. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR SITE. OUR MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE PURCHASE PRICE YOU PAY FOR ANY GOODS, SERVICES OR INFORMATION.

*John Corn, President*  
Check In Systems Inc

Subscriber

Company

Date

# Business Associate Agreement

## Definitions

### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Check In Systems Inc.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean end user and company thereof.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **Permitted Uses and Disclosures by Business Associate**

- (a) Business associate may only use or disclose protected health information in support of the covered entity.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements: 1) information shall be limited to minimum necessary to support the covered entity and its users.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any suspected breach and the nature of the cause within 3 days of the breach.

### **Term and Termination**

(a) Term. The Term of this Agreement shall be effective as of the moment of first use, demonstration or otherwise and shall terminate upon notification by either party, with or without cause.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within 5 days of notification in writing.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall within 30 days, return to covered entity or destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

(e) Regardless of termination method or reasons, business associate shall have no obligation to covered entity other than legally required by HIPAA Rules.

(f) Termination shall not entitle either party to monetary damages, refunds or other relief.

#### **Miscellaneous**

(a) Amendments. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(b) Any amendments, changes or edits shall not require notice to either party. Amendments, changes and edits shall constitute a termination of the previous version in exchange for the newest version of this agreement.

(c) This agreement shall be the only Business Associate Agreement between the covered entity, the business associate and the end user of Check In Systems Inc software. All other BAA agreements shall be null and void or considered terminated.

John Corn, President  
Check In Systems Inc

Subscriber

Company

Date