

# MedFiller Terms of Service

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## **What is MedFiller?**

MedFiller is an online tool created by Nuanced Technologies Inc. for medical providers to efficiently and accurately complete patient related forms and paperwork. Knowing what we do and how we help medical offices handle paperwork will help you better understand our terms of service. If you are a patient of a medical provider or an end-user, you are welcome to [browse our website and find out more about our products and services.](#)

These Terms of Service ("Terms" or "terms") govern your access and use of the services made available to you by MedFiller and/or Nuanced Technologies Inc. ("Nuanced," "MedFiller," "we," "us," or "our"), our website and at any and all designated web address owned and operated by us (altogether referred to as the "Service"). These terms of service are equally applicable to the medical providers we serve as well as patients/clients of those providers. Use of our products and services does not diminish or reduce responsibilities on the part of medical service providers and caregivers, and practitioners. To the maximum degree possible we fully disclaim any errors and omission in our system and you are advised to read these terms in their entirety.

Use of our Service is completely optional for every individual (patient and medical care provider alike) and if you do not understand these terms of service, or are unsure of any aspects of this policy, you may NOT use our service. If you are unclear on how these terms of service apply to your individual situation, please get in touch with us using the contact information provided at the end of these terms and we will better guide you.

We may collect certain information from your use of the Service as described in our [Privacy Policy](#), which is incorporated into these Terms by this reference. Your use of the Service constitutes your consent to the information collection, use, and sharing as described in our [Privacy Policy](#).

**ARBITRATION NOTICE: These Terms contain a binding arbitration provision. You agree that, except for certain types of disputes described in the arbitration provision below, all disputes between you and MedFiller and/or Nuanced Technologies will be resolved by mandatory binding arbitration, and you waive any right to participate in a class action lawsuit or class-wide arbitration.**

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# Health Care Services Disclaimer

We are NOT a medical or health care services provider and do not provide medical/health care services or advice. MedFiller does not employ licensed medical professionals and does not interfere with the practice of medicine or any other licensed profession by health care professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license.

MedFiller is intended to be only used as an document creation/management tool. Use of MedFiller as an electronics medical/health record system (EMR/EHR), or long-term health record archival system is strictly prohibited, as MedFiller is not intended to be used in the *delivery* of healthcare. Consequently, using MedFiller as an EMR or a medical decision-making tool is strictly prohibited.

MedFiller publishes very short (normally 120 days) and strict records retention schedules after which all user data may be permanently and irrecoverably removed. It is always the responsibility of the users to maintain appropriate copies and backups as users are best able to determine the records retention requirements for their individual pieces of paperwork. MedFiller makes no guarantees on the availability of paperwork generated.

We also do not and cannot offer advice or training related to any aspect of paperwork associated with medical situations. Absolutely no warranties are made on the correctness, accuracy, reliability, and availability of the MedFiller system. The use of MedFiller in no way reduces or diminishes responsibility on the part of the users to ensure that the paperwork being completed is accurate and correct. We or any third parties who promote the service or provide you with a link to the service shall NOT be liable for any advice you obtain from our system and are not responsible for any reliance or non-reliance on any information received from your medical services or health care services provider through our service.

MedFiller is NOT a covered health care entity under HIPAA, does not provide any medical or health services, does not hire any licensed medical staff, does not provide information analysis or medical advice (automated or human) based on the data entered in the system, does not aid in medical decision making, plans administration or perform any HIPAA covered transaction. Organizations may choose to associate with MedFiller as a “**business associate**” under HIPAA rules and we have created a standardized business associate agreement (BAA). A copy of this agreement can be physically signed (executed) on request and mailed to you. Please note that this business agreement is not modifiable or negotiable. We provide our services to many different organizations in a consistent, secure and privacy aware manner. Individual modifications are adjustments are not feasible for us to accommodate.

# Privacy Policy

These Terms, including our Privacy Policy and, to the extent applicable HIPAA and PIPEDA and GDPR, are the entire agreement between you ("you") and MedFiller with respect to your access to and use of the Service. By accessing or using the Service, you agree that you have read and understand these legal documents; If you do not agree, or do not understand these legal agreements you may not access or use the Service.

We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting and, by accessing or using the Service after changes are posted, you agree to those changes. Material changes will be conspicuously posted on our website and/or otherwise communicated to you.

# Usage, License & Restrictions

## Limited License

Provided you comply with these Terms, Nuanced Technologies grants you a limited, revocable, nontransferable, non-assignable, non-exclusive license to access and use the Service solely for your own personal and noncommercial purposes.

## Intellectual Property Rights

The Service, including its text, audio, video, graphics, charts, photographs, interfaces, icons, other content, software, computer code, data, trademarks, logos, slogans, names of products and services, documentation, other components, and the design, selection, and arrangement of content is exclusively the property of Nuanced Technologies or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, copyrighted materials, or any other intellectual property belonging to us or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. The Service may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners. Except as expressly described in these Terms, no licenses or other rights, express or implied, are granted by us to you under any copyright, trademark, or other intellectual property right of Nuanced Technologies.

## Restrictions on Your Use of the Service; Compliance with Laws.

1. You may not copy, reproduce, display, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Service or any part of the Service without our prior written. You may not use the Service for unlawful purposes. You may not use the Service to post or transmit any material that contains any viruses, Trojan horses, worms, ransomware, malware, adware or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information. User activities that aim to render the Service or associated services inoperable or to make their use more difficult are prohibited. You may not submit inaccurate information via the Service, commit fraud or falsify information in connection with your use of the Service, or act maliciously against our business interests or reputation.

2. You are responsible for complying with all local, state/provincial, and federal laws and regulations that apply to your use of the Service.

## **Age of Majority and Consent**

You must be at least 18 years of age to use our Services. If you are using our Services on behalf of a minor, you represent and warrant that you are the parent or legal guardian of the minor and that all references to you in these Terms will apply to you on behalf of yourself, and of the minor. You also warrant that all information you provide to us in connection with your access to and use of the Service is true, accurate, and complete to the best of your knowledge and belief. If you submit the personal information of any person other than yourself, you warrant that you have that person's permission to provide us with that information. We reserve the right, in our sole discretion, to terminate your use of the Service for any reason without notice or liability, including for the unauthorized use of our Service and your breach of these Terms.

## **Text and E-mail Messages**

Health care providers using the Service may contact you via text messaging or email to remind you of pending paperwork, appointment, future bookings and to provide general health reminders and information. We or your health care provider will ask you to consent to receive messages via text message or email before you receive any messages from a health care provider. By consenting to receive this information via text message or email, you understand these methods of communication may not be secure and there may be some level of risk that the information in the email or text message could be read by a third party or be otherwise subject to unauthorized access or use. You are advised not to share personal health information via insecure text message or insecure email.

Nuanced Technologies and health care providers using the Service to send messages are not responsible for unauthorized access of protected health information while in transmission to the individual based on the individual's request. Furthermore, Nuanced Technologies and health care providers are not responsible for safeguarding information once delivered to the patient. By consenting, you agree to receive insecure text messages at your given phone number or any number forwarded or transferred to that number and to receive insecure emails.

## **Termination**

Nuanced Technologies may terminate these Terms, including the limited license we grant you to use our Service, without notice if you breach these Terms, act in an abusive

manner, or act in a manner inconsistent with local, state, or federal laws or regulations. Upon any termination of these Terms you must promptly cease accessing and using the Service.

### **Content you submit or create**

Given that MedFiller is an online service, it is important that you act responsibly when providing Posted Information. You are responsible to ensure that you comply with all applicable laws and regulations when you provide Posted Information and you should not include any personal information, including without limitation personal health information, in such Posted Information. We reserve the right to, but do not have the duty to, investigate and, at our discretion, take appropriate legal action against anyone who violates these Terms, including without limitation, removing any offending communication from the Services and terminating the account of such violators or blocking your use of the Services. By posting Posted Information through the Service, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, to us and our contractors an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information.

# No Warranty and Liability Release

## NO WARRANTY

THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. WE MAKE COMMERCIALY REASONABLE EFFORTS DESIGNED TO ENSURE THAT ALL DATA, INFORMATION, AND MATERIAL ON THE SERVICE IS ACCURATE AND RELIABLE, BUT ACCURACY CANNOT BE GUARANTEED. WE DO NOT GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SERVICE NOR ANY CONTENT THEREOF. WE ALSO DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.

MEDFILLER AND NUANCED TECHNOLOGIES ARE NOT HEALTH CARE PROVIDERS AND ARE NOT COVERED ENTITIES UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND ANY REGULATIONS PROMULGATED THEREUNDER ("HIPAA"). TO THE EXTENT WE CREATE, RECEIVE, MAINTAIN, OR TRANSMIT PROTECTED HEALTH INFORMATION, AS THAT TERM IS DEFINED UNDER HIPAA, WE WILL ONLY ACCESS, USE, OR DISCLOSE PROTECTED HEALTH INFORMATION AS PERMITTED BY APPLICABLE FEDERAL AND STATE LAWS, INCLUDING HIPAA IF AND TO THE EXTENT APPLICABLE, AND PURSUANT TO ANY CONTRACTUAL OBLIGATIONS WE HAVE WITH HEALTH CARE PROVIDERS, IF AND ONLY TO THE EXTENT THAT SUCH OBLIGATIONS ARE APPLICABLE TO THE PROTECTED HEALTH INFORMATION. WE WILL NOT BE RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF HEALTH CARE PROVIDERS AS IT RELATES TO HOW THEY RETAIN, SECURE, USE, OR DISCLOSE PROTECTED HEALTH INFORMATION. MEDFILLER DISCLAIMS ANY IMPLIED WARRANTY OR REPRESENTATION, AND MAKES NO WARRANTY, ABOUT THE ACCURACY OR COMPLETENESS OF INFORMATION ON THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEDFILLER AND NUANCED TECHNOLOGIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE OR THE CONTENT THEREOF, INCLUDING THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, FITNESS FOR ANY USE OR PURPOSE, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, AND NONINFRINGEMENT. MEDFILLER AND NUANCED TECHNOLOGIES HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER INFORMATION AND COMMUNICATION.



YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE SERVICE, AND FOR ANY OTHER DAMAGE THAT MAY BE INCURRED. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM US IN ANY MANNER OR FROM CREATES ANY WARRANTY.

## **LIMITATION OF LIABILITY AND RELEASE**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL MEDFILLER AND NUANCED TECHNOLOGIES, OUR AFFILIATES, OR OUR OR AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR YOUR USE OF OR INABILITY TO USE THE SERVICE (INCLUDING THE INPUT OF PERSONALLY IDENTIFIABLE AND OTHER INFORMATION INTO THE SERVICE), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF WE HAVE EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SERVICE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL OUR LIABILITY TO YOU EXCEED \$5 OR IN MONETARY TERMS BE EQUIVALENT TO THE RELEVANT EFFORT TO COMPLETE THE PAPERWORK THAT YOU COMPLETED USING OUR SERVICE, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (AS MAY BE AMENDED), WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." IF YOU ARE A RESIDENT OF ANOTHER JURISDICTION, YOU WAIVE ANY COMPARABLE STATUTE OR DOCTRINE.

## **Indemnification**

You will indemnify, defend, and hold harmless Med filler and Nuanced Technologies, our affiliates, and our and their respective directors, officers, employees, representatives, consultants, agents, suppliers, and licensors from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, damages, expenses, and costs (including reasonable attorneys' fees) that arise out of or in connection with your access to or use of the Service, your misuse of

any material, data, or other information downloaded or otherwise obtained from the Service. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

## **Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.**

Please read the following paragraphs carefully because they require you to arbitrate disputes with MedFiller and/or Nuanced Technologies and limit the manner in which you can seek relief from us. By agreeing to these Terms and using our Service, you understand that you would have had a right or opportunity to litigate disputes through a court, to have a judge or jury decide the case, and to participate in a class action or other proceeding involving multiple claimants, but you have instead chosen to have all Disputes (as defined below) decided through individual arbitration.

### **Pre-Arbitration Claim Resolution**

For all disputes, without any exceptions, you must first give us an opportunity to resolve the Dispute which is first done by communicating with us the following information: (1) Your name, (2) Your address, (3) A written description of Your Claim, and (4) A description of the specific relief You seek. If we do not resolve the Dispute within 90 days after receiving your notification, then you may pursue your dispute in arbitration.

### **Applicability**

**You agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity of these Terms (together, "Disputes") will be resolved by binding arbitration on an individual basis as described in these Terms (this "Arbitration Agreement").** But, in the event of any actual, alleged, or threatened violation of confidentiality or violation of our intellectual property or other proprietary rights, we may immediately resort to court proceedings in a court of competent jurisdiction in order to seek immediate injunctive relief without posting bond, proving damages, or meeting any similar requirement. Any institution of any action for injunctive relief will not constitute a waiver of the right or obligation of either party to submit any claim seeking relief other than injunctive relief to arbitration. This Arbitration Agreement applies to you; Nuanced Technologies; MedFiller; Medical Providers using our services; Our and our affiliates' respective directors, officers, employees, owners, agents, predecessors in interest, successors in interest, and assigns; authorized and unauthorized users or beneficiaries of the Service; and any third-party beneficiaries.

## **Class Action Waiver**

You agree to not participate in a class action or class-wide arbitration for any claims covered by this Arbitration Agreement. **You are waiving the ability to participate as a class representative or member in any class or collective claim you may have against us, including any right to class or collective arbitration or any consolidation of individual arbitrations.**

## **Arbitrator**

Arbitration proceedings will be administered by the Canadian Arbitration Association ("CAA") before an arbitrator chosen by agreement of the parties. If the parties fail to reach agreement on the arbitrator within 90 days after service of the demand for arbitration, the arbitrator will be chosen by the CAA. The decision of the arbitrator will be final and binding. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The prevailing party will be awarded all costs of arbitration, including all attorneys' fees.

## **Place**

The place of arbitration will be Toronto, Ontario, Canada, unless otherwise agreed to in writing by all parties to the arbitration.

## **Time Limitation on Claims**

Arbitration proceedings must be initiated within six months after any Dispute arises; otherwise, the Dispute is permanently barred.

## **Governing Law and Durability of these terms**

These terms are governed by the laws of the province of Ontario, Canada, without regards for its conflict of law principles. Venue is exclusively in the provincial or federal courts, as applicable, located in Toronto, Ontario, Canada, with respect to any dispute arising under these Terms unless otherwise determined by Nuanced Technologies in its sole discretion and the parties expressly agree to the exclusive jurisdiction of those courts.

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in the above stated jurisdiction, the remainder of this Agreement has full force and effect. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

### **Survival**

Any provisions of these Terms that are intended to survive termination (including any provisions regarding releases, indemnification, limitation of our liability, or arbitration) will continue in effect beyond any termination of these Terms or of your access to or use of the Service.

### **Interpretation.**

Our failure to enforce any provision in these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by us. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. These Terms will inure to the benefit of our successors and assignees.

### **Force Majeure**

We will not be liable to you for any delay or other failure to perform under these Terms that is due to causes beyond our control, including acts of God, acts of a public enemy, terrorism, civil disorders, Government action, territory or political division thereof, fires, floods, earthquakes, blizzards, and other extraordinary elements of nature.

# Third Parties

## Third-Party Web Sites

The Service may link to, or be linked to, web sites not maintained or controlled by us. Those links are provided as a convenience and we are not responsible for examining or evaluating the content or accuracy of, and we do not warrant or endorse, any third-party web site or any products or services made available through those web sites. Please take care when leaving the Service to visit a third-party web site. We encourage you to read the terms of use and privacy policy for each web site that you visit.

## Assignment.

We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign these Terms without our prior written consent.

## Third-Party Beneficiaries

These Terms do not confer any rights, remedies, or benefits upon any person other than you and Nuanced Technologies, except that our affiliates are third-party beneficiaries of these Terms.

## Audit

Nuanced Technologies, MedFiller and their designated representatives may, at their expense, audit, examine, and make copies of data, documents, information, and other records in your possession or control that relate to or concern the Service in order to determine your compliance with these Terms.

## Feedback

We welcome comments and suggestions regarding our services. If you submit comments or feedback to us, they will not be considered or maintained as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

# Communications

## Notices

All notices, consents, requests, demands, and other communications permitted or required to be given under these Terms must be in writing and addressed to the recipient and will be deemed given: (i) upon delivery if personally delivered with fees prepaid, including by a recognized courier service; (ii) upon receipt if delivered by certified or registered mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or, (iii) where you are the recipient, by electronic mail.

## Electronic Communications

These Terms and any other documentation, agreements, notices, or communications between you and Nuanced Technologies may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

# Contact Us

Please direct any questions and concerns regarding these Terms to us by email at [support@medfiller.com](mailto:support@medfiller.com) or [support@nuanced.ca](mailto:support@nuanced.ca) or by mail at MedFiller c/o Nuanced Technologies, 21 Amalia Cres. Guelph, Ontario N1L 1L2, Canada.