

# ChartPro Terms of Service

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Welcome to your ChartPro Electronic Medical Records System, powered by NaturaeMed. Before you register for a ChartPro account or login to the site, you must read and agree to the ChartPro Terms of Service.

- Also review the NaturaeMed Privacy Policy — How we maintain, use and protect your personal information in ChartPro.  
[https://www.NaturaeMed.com/NaturaeMed\\_Privacy\\_Policy.pdf](https://www.NaturaeMed.com/NaturaeMed_Privacy_Policy.pdf)

## Agreement with Terms of Service

- Before participating in any ChartPro services powered by the ChartPro Practice Management Console ("Service"), a service of NaturaeMed L.L.C. ("NaturaeMed"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").
- NaturaeMed reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at:  
[http://www.NaturaeMed.com/ChartPro\\_Terms\\_Of\\_Service.asp](http://www.NaturaeMed.com/ChartPro_Terms_Of_Service.asp)



## Account Terms

- You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- Your user account may only be used by one person. A single login shared by multiple people is not permitted.
- You represent and warrant that (a) all of the information provided by you to NaturaeMed to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required to you hereunder.
- You are responsible for maintaining the security of your user account and password. NaturaeMed cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all content posted by you within your ChartPro Practice Management Console(s) that your user account is associated with. The documents, content, posts, and information, that is entered into the ChartPro system and becomes your legal property upon production and its content use and security become your responsibility.
- You may not use the Service for any illegal or unauthorized purpose. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence.
- You agree NaturaeMed may send to the primary email address specified in your NaturaeMed profile a monthly NaturaeMed - related newsletter. (You may unsubscribe from this newsletter at any time by writing to [news@NaturaeMed.com](mailto:news@NaturaeMed.com) with UNSUBSCRIBE in the subject line, or by using the opt-out URL provided in every newsletter).
- NaturaeMed takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does NaturaeMed have any obligation to monitor such third party content.
- NaturaeMed reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of NaturaeMed, its users and the public. NaturaeMed will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

## HIPAA Privacy and PHI Protection

Although NaturaeMed is not a HIPAA covered entity, our customers are, and therefore NaturaeMed takes all standard and customary measures to comply with the HIPAA privacy rule. In order to be fully compliant with HIPAA, each of our customers must contract NaturaeMed in alignment with their own HIPAA compliance policy to protect the PHI that is potentially transferred to and stored on NaturaeMed servers. In order to facilitate HIPAA compliance with our customers NaturaeMed has created a HIPAA Business Associate agreement that will obligate NaturaeMed to protect PHI from your practice in accordance with HIPAA standards.

If you would like to enter into this agreement with NaturaeMed please download and complete the following contract and send it to your account representative [https://www.NaturaeMed.com/NaturaeMed\\_HIPAA\\_Business\\_Agreement.pdf](https://www.NaturaeMed.com/NaturaeMed_HIPAA_Business_Agreement.pdf)

## Payment, Refunds and Upgrading Terms

### ChartPro Users:

ChartPro Practices

- There is a license fee and a monthly service fee required to access the service.

ChartPro Providers:

- Providers may have individual monthly fees associated with their respective online services.

### ChartPro Practice Managers:

- The Service is billed in advance on a monthly or annual basis and is non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
- For any upgrade or downgrade of a premium feature, your credit card that you provided will automatically be charged the new rate on your next billing cycle.
- Downgrading your Service may cause the loss of content, features, or capacity of your ChartPro. NaturaeMed does not accept any liability for such loss.
- An account may not be transferred or otherwise rolled over into a new account.

### Cancellation and Termination

- You are solely responsible for properly canceling your user or ChartPro account. An email or phone request to cancel your account is not considered cancellation. You can cancel your ChartPro account at any time by clicking on the "Cancel ChartPro" link contained within the "Account" area. The screen provides a simple cancellation process.
- Immediately prior to deletion of your account, you will have an opportunity to download a copy of the files and datasheets that have been created for your account. You will have access to this information for a maximum of 30 days from the time of cancellation.
- Following this 30 day period all of your Content, including your database, patient information, documents, transactions and all data related to your account will be immediately deleted from the Service.
- If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
- NaturaeMed, in its sole discretion, has the right to suspend or terminate your user account and refuse any and all current or future use of the Service, or any other NaturaeMed service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your user or ChartPro Account or your access to those Accounts, and the forfeiture and relinquishment of all Content in those Accounts. NaturaeMed reserves the right to refuse service to anyone for any reason at any time.
- Account Inactivity on Free Accounts. After a period of inactivity, whereby a practice (includes all associated providers and users) fail to login to an account for a period of 120 days, NaturaeMed reserves the right to disable or terminate the account. If an account has been deactivated for inactivity, the sub-domain associated with that account will be freely available to be chosen by a new practice registering for the service.

### Modifications to the Service and Prices

- NaturaeMed, in its sole discretion, reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Although we may attempt to notify you via email when major changes are made, you should visit this policy periodically to review the terms.
- Prices of all Services, including but not limited to monthly premium features of the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the NaturaeMed Site ([www.NaturaeMed.com](http://www.NaturaeMed.com)) or the Service itself.
- NaturaeMed shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

### Copyright and Content Ownership

- We claim no intellectual property rights over the material you provide to the Service. Your profile, uploaded materials, or any content that is created by your use of the Service remain the property of your group and/or its members.
- You acknowledge that NaturaeMed owns all right, title and interest in and to the Service, including without limitation all intellectual property rights (the "NaturaeMed Rights"), and such NaturaeMed Rights are protected by international intellectual property laws.

Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy the Service.

- NaturaeMed does not pre-screen content, but NaturaeMed and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

## Anti-Spam Policy

- NaturaeMed prohibits the use of its services in any manner associated with, the transmission, distribution or delivery of Spam. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages. You also agree not to harvest any email addresses from the ChartPro platform for the purpose of sending email in violation of applicable law.
- We take violations of this policy very seriously. If we suspect misuse or abuse of our Services, we may (without notice) take action as deemed appropriate in our sole discretion. This may include, but is not limited to, legal action against you and the termination, without notice, of your NaturaeMed account and/or anything associated with it.
- If you know of or suspect any violators, please notify us immediately at [support@NaturaeMed.com](mailto:support@NaturaeMed.com).
- Also review the complete NaturaeMed Anti-Spam Policy - how we protect against email abuse at NaturaeMed.

## General Conditions

- Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- Technical support is only provided to paying account holders and is available via email (we try to respond within 1-4 hours during regular business hours) or phone. Support resources are available online at <http://support.naturaemed.com>.
- You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, NaturaeMed, or any other NaturaeMed service.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by NaturaeMed.
- We may, but have no obligation to, remove content and Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any NaturaeMed customer, employee, member, or officer will result in immediate account termination.
- You understand that the technical processing and transmission of the Service, including your Content, may be transferred and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- You must not transmit any worms or viruses or any code of a destructive nature.
- If your bandwidth usage exceeds 250 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by NaturaeMed) of other NaturaeMed customers, we reserve the right to immediately disable your account or throttle your file or image hosting until you can reduce your bandwidth consumption.
- Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that NaturaeMed shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.
- The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because NaturaeMed has no control over such sites and resources, you acknowledge and agree that NaturaeMed is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that NaturaeMed shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
- NaturaeMed does not warrant that (i) the Service will meet your specific requirements, (ii) the Service will be uninterrupted, timely, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
- You expressly understand and agree that NaturaeMed shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if NaturaeMed has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) termination of your account; or (vi) any other matter relating to the service.

- You agree to hold harmless and indemnify NaturaeMed, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, NaturaeMed will provide you with written notice of such claim, suit or action.
- The failure of NaturaeMed to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and NaturaeMed and govern your use of the Service, superseding any prior agreements between you and NaturaeMed (including, but not limited to, any prior versions of the Terms of Service).
- These Terms of Service will be governed by and construed in accordance with the laws of the State of Colorado, USA, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Services will be brought solely in Colorado, USA, and you consent to the jurisdiction of such courts.
- Violation of any of these agreements will result in the termination of your Account. While NaturaeMed prohibits such conduct and content on the Service, you understand and agree that NaturaeMed cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Questions about the Terms of Service should be sent to [support@NaturaeMed.com](mailto:support@NaturaeMed.com).