

Nextech Systems, LLC Application API Terms of Use

Effective 10/1/2022

1. Basic Terms of Use

This agreement governs access to and use of Nextech Systems, LLC's open APIs. It governs the access to and use of all API information found on www.code.nextech.com. By accessing these APIs you agree to be bound by the terms of this agreement. These Terms of Use may be changed from time to time without notice. Your use of the site after changes are made constitutes acceptance of the new terms.

2. Periodic Changes

Nextech will maintain current documentation of its public facing APIs on this site and may change or update the content of the site without notice to current users. All terms in this document apply exclusively to your access to and use of the www.code.nextech.com website and APIs and do not alter the terms or conditions of any other agreement you may have with Nextech.

3. Responsibilities and Representations

As a user of the Nextech open APIs you agree to comply with all applicable laws, rules and regulations relating to the use of these APIs. You may not republish or resell any portion of the Nextech API documentation or functionality.

By using the Nextech open APIs you represent that you will comply with all applicable laws, rules, and regulations relating to the use of the Nextech APIs. That you agree that all information you provide to Nextech, and to any healthcare entity that will use your application is complete and accurate and that your application is stable and secure.

4. Restrictions

When using the Nextech APIs you agree not to sell, lease, or sublicense the Nextech APIs or any data derived through these APIs. You agree that you will not perform any actions with the intent of introducing any viruses, defects, malware or any items of a destructive nature. You may not interfere with or disrupt the Nextech API or the servers or networks providing the Nextech APIs. In the event of violations of these restrictions Nextech reserves the right to rate limit or block apps that interfere with the functioning of the APIs, or to disable, restrict or remove the apps access to the APIs. If this occurs Nextech may impose limits on certain features or restrict access to parts or all of the Nextech APIs. Nextech reserves the right to change, suspend or discontinue the availability of the Nextech APIs at any time.

5. Fees

At this time Nextech does not charge API connection fees for APIs required under the 2015 or 2015 Cures Act Update CEHRT Regulations. We reserve the right to do so in the future in accordance with approved fees under the Regulations.

6. IP Ownership

Nextech retains ownership of all Nextech property and reserves all applicable rights with respect to the content of the www.portal.nextech.com website, the Nextech APIs, and all Nextech intellectual property rights.

7. Indemnification

Application developer agrees to indemnify, defend and hold harmless Nextech, its officers, directors, employees, agents, affiliates, information providers and suppliers from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms or claims arising from your use of the Nextech API or the Nextech website (including but not limited to infringement of third parties' intellectual property rights, misappropriation of trade secrets, or other proprietary rights or negligent or wrongful conduct.)

8. Disclaimer

This site and the Nextech API are provided on an "as is" and "as available" basis. You expressly agree that use of this site and/or the Nextech API is at your sole risk period to the fullest extent permitted by law, Nextech and its officers, directors, employees, agents, affiliates, information providers, and suppliers disclaim all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, title, or non-infringement. Nextech makes no representations about the suitability, reliability, availability, and accuracy, of the Nextech API or other information, technology, software, products, services, and related graphics provided by Nextech tech for any purpose.

9. Limitation of Liability

To the fullest extent permitted by law, under no circumstances, shall Nextech, its officers, directors, employees, agents, affiliates, information providers and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the access, use or performance of the Nextech API, with the delay or inability to use the Nextech API related technology, software or services, the provision of or failure to provide the Nextech API, software or services, or for any information, software, products, services and related graphics obtained from Nextech, or otherwise arising out of the use of the Nextech API, whether based on contract, tort, negligence, strict liability or otherwise, even if Nextech has been advised with the possibility of damages. If you are dissatisfied with any portion of the Nextech API or with these terms of use, your sole and exclusive remedy is to discontinue using this Nextech API. Notwithstanding the foregoing paragraph, the total liability of Nextech, its officers, directors, employees, agents, affiliates, information providers and/or suppliers, if any, for losses or damages shall not exceed the fees paid by you for the use of the particular technology, software, product, information or service provided by Nextech.

10. Term and Termination

Either you, Nextech, or a provider engaging your application services may terminate your right to use the Nextech API at any time, with or without cause or notice.

11. Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida. Any and all claims arising out of or relating to these Terms shall be brought in a state or federal court of competent jurisdiction in the State of Florida. You consent to the personal and subject matter jurisdiction of the state and/or federal courts located in the State of Florida and waive any objection to jurisdiction or venue, or any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.