Terms of Service

Effective date: September 26, 2025

Acceptance of Terms

These Terms of Service govern your access to and use of the SecurePractice website, applications, and related services (the "Services") provided by **SecurePractice LLC**.

By accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy.

Changes to These Terms

We may update these Terms from time to time. Material updates will be announced through reasonable notice, such as posting revised Terms or notifying account administrators. Continued use of the Services after such updates constitutes acceptance of the revised Terms.

Eligibility & Account Registration

You must be at least 18 years old to use the Services. You agree to provide accurate and current account information and to safeguard login credentials. You are responsible for all activity occurring under your account.

Use of the Services

The Services support HIPAA compliance operations and documentation. You agree to use the Services only for lawful purposes and in accordance with these Terms.

You agree not to:

- attempt unauthorized access to the Services or related systems
- upload malicious software or harmful content
- interfere with or disrupt system performance
- misuse the Services in violation of applicable laws or regulations

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Customer Data & Uploaded Content

"Customer Data" includes any files, records, or information submitted to the Services.

Customer retains all ownership rights in Customer Data. Customer grants SecurePractice a limited, non-exclusive license to use Customer Data solely for the purpose of providing and operating the Services.

HIPAA, PHI, and Business Associate Obligations

When Customer Data includes Protected Health Information ("PHI"), SecurePractice acts as a Business Associate under the applicable Business Associate Agreement ("BAA") and implements safeguards required by HIPAA.

The Services are designed to support HIPAA compliance efforts but **do not by themselves ensure compliance with HIPAA or any other law or regulation**. Customer is solely responsible for determining whether its use of the Services satisfies applicable legal and regulatory requirements.

Subscription, Billing & Cancellation

Access to certain features may require a paid subscription.

Subscriptions renew automatically at the end of each billing period unless canceled before the renewal date. Customers may cancel subscriptions through their account settings or the billing provider.

Fees paid are non-refundable except where required by law.

Acceptable Use Policy

You agree not to misuse the Services, including attempting unauthorized access, uploading malicious code, degrading performance, or sending spam.

SecurePractice may suspend or restrict access if misuse is detected.

Termination

SecurePractice may suspend or terminate access to the Services at any time if a user violates these Terms or uses the Services in a manner that may cause harm to SecurePractice, the Services, or other users.

Upon termination, access to the Services may be revoked and certain data may be deleted in accordance with SecurePractice's data retention policies.

Intellectual Property

SecurePractice and its licensors retain all rights to the Services, including software, documentation, trademarks, and related intellectual property.

Feedback submitted regarding the Services may be used by SecurePractice without restriction or compensation.

Third-Party Services

The Services may integrate with third-party products or services. Use of any third-party service is subject to that provider's terms and privacy policies. SecurePractice is not responsible for third-party services.

Disclaimer of Warranties

The Services are provided **"as is"** without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

SecurePractice does not warrant that the Services will be uninterrupted, secure, or error-free.

Limitation of Liability

To the fullest extent permitted by law, SecurePractice's total liability arising out of or relating to the Services will not exceed the total amount paid by Customer for the Services during the twelve (12) months preceding the event giving rise to the claim.

SecurePractice is not liable for any indirect, incidental, special, consequential, or punitive damages.

Indemnification

Customer agrees to indemnify and hold SecurePractice harmless from claims, damages, losses, or liabilities arising from Customer's use of the Services or violation of these Terms, except where caused by SecurePractice's gross negligence or willful misconduct.

Dispute Resolution

Any dispute arising out of or relating to these Terms or the Services will be resolved through **binding arbitration** conducted in the State of Florida under the rules of the American Arbitration Association.

Arbitration will be conducted on an individual basis.

Each party waives any right to a jury trial.

Class Action Waiver

To the fullest extent permitted by law, disputes must be brought solely in an individual capacity and not as part of any class action, collective action, or representative proceeding.

Force Majeure

SecurePractice is not liable for failure or delay in performance resulting from events beyond its reasonable control, including natural disasters, internet outages, government actions, labor disputes, or infrastructure failures.

Governing Law

These Terms are governed by the laws of the State of Florida.

The parties consent to the exclusive jurisdiction of courts located in **Flagler County, Florida**.

Contact Information

SecurePractice LLC
Email: **privacy@securepractice.app**