

# Terms of Service

Effective Date: February 2, 2026

Version: 1.1

## 1. Relationship to Business Associate Agreement

If you are a Covered Entity or Business Associate under HIPAA and you transmit, store, or process Protected Health Information (PHI) using the Service, you must execute a separate Business Associate Agreement (BAA) with Health Record Relay.

The BAA governs all handling of PHI. If there is any conflict between this Terms of Service and the BAA, the BAA controls. Nothing in these Terms limits, modifies, or supersedes obligations set forth in the BAA.

## 2. Eligibility and Authority

You must be at least 18 years old and have legal authority to enter into these Terms for yourself or the organization you represent. If you use the Service on behalf of an organization, you represent you are authorized to bind that organization.

## 3. Description of the Service

Health Record Relay provides a secure, auditable platform for transmitting healthcare-related records and documents between authorized parties. We do not provide medical advice, diagnosis, or treatment.

## 4. Account Registration and Security

You are responsible for maintaining the confidentiality of credentials and for all activity that occurs under your account. You agree to provide accurate information, maintain required security controls (including two-factor authentication where applicable), and promptly notify us of suspected unauthorized access.

## 5. Permitted Use and Acceptable Use

You may use the Service only for lawful purposes and in compliance with these Terms, the Acceptable Use Policy, and any executed BAA.

- Do not access or disclose PHI without proper authorization.
- Do not upload malware or harmful content.
- Do not circumvent security, access controls, or audit mechanisms.
- Do not interfere with Service integrity or availability.

**SMS Communications.** Health Record Relay may facilitate transactional SMS text messages solely for purposes related to medical record delivery, patient authorization, account notifications, and security events. SMS messages are not used for marketing or promotional purposes. SMS communications are sent only where the intended recipient has provided explicit consent in

accordance with applicable law. Recipients may revoke SMS consent at any time by replying STOP, and may re-enable consent by replying START. Message and data rates may apply.

## **6. PHI Responsibilities and Allocation of Duties**

Customer responsibilities include determining what data constitutes PHI, ensuring lawful authorization and minimum necessary use, validating recipients, and configuring retention and access controls.

Health Record Relay's obligations with respect to PHI are strictly limited to those set forth in the BAA, including permitted uses and disclosures, safeguards, breach notification, subcontractor requirements, and return or destruction of PHI upon termination.

## **7. Subscriptions, Fees, and Payments**

Certain features require a paid subscription. Fees are billed according to your selected plan and are non-refundable except where required by law or explicitly stated otherwise. Failure to pay may result in suspension or termination, subject to any BAA requirements regarding PHI availability and retrieval.

## **8. Intellectual Property**

The Service and all related intellectual property are owned by Health Record Relay LLC or its licensors. You receive a limited, non-exclusive, non-transferable license to use the Service for its intended purpose.

## **9. Confidentiality**

Each party will protect the other party's non-public business information disclosed in connection with the Service. PHI confidentiality obligations are governed exclusively by the BAA.

## **10. Termination**

You may terminate your account at any time. We may suspend or terminate access for violations, security risk, compliance risk, or nonpayment. Upon termination, PHI handling follows the BAA's return or destruction provisions. Audit logs may be retained as required by law or compliance obligations.

## **11. Disclaimers**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEALTH RECORD RELAY LLC IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU IN THE TWELVE MONTHS PRECEDING THE CLAIM. Nothing in this section limits liability expressly allocated in a signed BAA.

## **13. Governing Law**

These Terms are governed by the laws of the State of South Carolina, excluding conflict of law principles. Venue lies exclusively in South Carolina courts.

**14. Contact**

Health Record Relay LLC | [healthrecordrelay.com](https://healthrecordrelay.com) | [support@healthrecordrelay.com](mailto:support@healthrecordrelay.com)