Scope of Healthtrends.ai

Healthtrends.ai protocols and APIs include all APIs offered by Healthtrends.ai, its subsidiaries and affiliates. The Healthtrends.ai APIs means all software, including routines, data structures, object classes, protocols, programs, templates, libraries and interfaces, application programming interfaces (APIs), software development kits (SDKs), developer tools, technical documentation, Updates and other related materials, whether tangible or intangible, in whatever form or medium that are made available by Healthtrends.ai at https://Healthtrends.ai.com/

or as otherwise provided to you. The guides, materials, references, software, and other application or services provided by Healthtrends.ai in association with the access and use of the Healthtrends.ai APIs together with the Healthtrends.ai APIs themselves are collectively referred to as the "Healthtrends.ai API Services. Collectively, we refer to these Terms of Use, any additional applicable terms (including terms in any Supplemental Agreements and any Healthtrends.ai Product Terms) and any other applicable policies and guidelines as the "Terms." Healthtrends.ai owns the platform.

For further clarification:

"Application" or **"App"** means the software application, website, interface or any other means you use to access the Healthtrends.ai API using the API Credentials, including a Private Application, Custom Application or a Public Application.

"API Client" means the unique Application configuration (including API Credentials) generated through the User Account.

"API Credentials" means the credentials that allow you to make authenticated requests to the Healthtrends.ai API.

"Custom Application" means an Application that accesses the Healthtrends.ai API via an API Client and is made available to a single User.

"User" means any individual or entity that visits or transacts via the Healthtrends.ai sites including affiliated sites and apps.

"Developer" means an individual or entity that develops, owns or operates one or more Application(s) that accesses or uses the Healthtrends.ai API.

"Partner" means an individual or entity that has agreed to the terms of the Healthtrends.ai Partner Program Agreement or other written agreement with Healthtrends.ai relating to access to the Healthtrends.ai API or participation in the Partner Program.

"Partner Account" means a Healthtrends.ai Partner Program account.

"Partner Program" means the resources made available by Healthtrends.ai to Partners.

"Public Application" means an Application that accesses the Healthtrends.ai API via an API Client and that is made available to Users either via a URL or through the Healthtrends.ai App Store, and that is not a Custom Application.

"Private Application" means an Application that accesses the Healthtrends.ai API via Private API Credentials and is made available to a single User.

"Updates" means bug fixes, updates, upgrades, enhancements, modifications and new releases or versions of the Healthtrends.ai API.

By accessing or using the Healthtrends.ai APIs, you agree to this Healthtrends.ai API license and Terms.

PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND HEALTHTRENDS.AI

Access to Healthtrends.ai API Services

General

You must be of legal age to form a binding contract with Healthtrends.ai to use the Healthtrends.ai API Services. You shall not use the Healthtrends.ai Services if you are not of legal age to form a binding contract with Healthtrends.ai, you determine that you are unable to comply with these Terms or you are prohibited by applicable law from accessing or using the Healthtrends.ai API Services.

Entity Access

If you are accessing Healthtrends.ai API Services on behalf of a company, entity, or organization (collectively "entity"), then you represent and warrant that you: (a) are an authorized representative of that entity with the authority to bind such entity to the Terms; (b) have read and understand the Terms.

Registration

To access the Coronavirus API Services, you may be required to register and agree to applicable documentation we will provide. Your registration must be accurate and kept up-to-date by you at all times. Once you have successfully registered an Application, you will be given access credentials for your Application After an approved registration, you will be issued certain credentials, including but not limited to necessary security keys, secrets, tokens, and other credentials which may be required to access the Healthtrends.ai APIs. You may not make credentials available to others including by embedding them in open source projects or assign them unless agreed to in writing, and only you may access the Coronavirus API Services with the credentials provided to you. You will not misrepresent or mask your identity or your credentials when accessing or using the Coronavirus API Services

Open Source

To facilitate your Healthtrends.ai API integration, Healthtrends.ai may make certain Software Development Kit(s) ("SDK(s)") and/or libraries available to you under a separate open source license. You agree that any Healthtrends.ai API integration facilitated with such open source SDK(s) and/or libraries remains subject to the Terms.

Ownership

Healthtrends.ai owns all right, title and interest, including without limitation, all intellectual property rights and other rights in and to its software applications (including but not limited to the Healthtrends.ai API Services), any intellectual property rights used in connection with the software applications, and other proprietary technology, including any data structures therein, accompanying documentation, and any updates or revisions to the foregoing. All rights not specifically conveyed are retained by Healthtrends.ai.

Licenses

Subject to your compliance with the Terms, Healthtrends.ai hereby grants you a limited, revocable, non-exclusive, non-transferable, non-assignable license to access and use the Healthtrends.ai API Services for sole purposes of developing, testing, using, and maintaining an integration of your application with the Healthtrends.ai API Services.

Healthtrends.ai may produce and distribute incidental depictions, including screenshots, video, or other content from your API client, and may use your entity or product name in the course of Healthtrends.ai's worldwide promotion, marketing, or demonstration of the Healthtrends.ai API Services you are using; you hereby grant Healthtrends.ai all necessary licenses, on a royalty-free basis, for these purposes.

Subject to the rights granted to Healthtrends.ai and limitations herein, you reserve and retain sole and exclusive ownership of all right, title, and interest in, to, and under (a) your extensions and applications, and (b) all modifications, corrections, repairs, translations, enhancements, and other derivative works and improvements of your extensions and applications, including all intellectual property rights arising therefrom or relating thereto (collectively, (a) and (b) are "Your Products"), to the extent Your Products do not infringe any of Healthtrends.ai's intellectual property rights. You are solely responsible for all costs incurred by you in the creation and maintenance of Your Products.

Content

You are solely responsible for selecting all content made available through and contained in Your Products and for ensuring that such content complies with the Terms and any other requirements applicable to such content. You are fully responsible for any information you provide to Healthtrends.ai via the Healthtrends.ai API Services.

Feedback

If you provide feedback or suggestions about Healthtrends.ai API Services, such information may be used for any purpose without obligation to you.

Attribution

The documentation for the Healthtrends.ai API you use may include guidelines for providing attribution to Healthtrends.ai. You agree to provide any attribution in accordance with the guidelines and as further described in our Design Guidelines which may be updated from time

to time. You can use these resources but you must not make any changes or modifications to them.

Healthtrends.ai Data

Except for third party content described herein, "Coronavirus Data" includes all data received from Healthtrends.ai through a Healthtrends.ai API. Where such data includes non-public content relating to a user, such content must not be exposed to other users or to third parties without proper consent from that user.

Termination

These Terms will apply for as long as you access and use the Healthtrends.ai API Services. You may terminate these Terms at any time by giving us notice and ceasing to access and use the Healthtrends.ai API Services. Healthtrends.ai may terminate these Terms at any time, including if it determines that you have violated or attempted to violate the Terms. These Terms will terminate automatically in the event the Healthtrends.ai APIs you use are no longer made available to you, if your Supplemental Agreement with Healthtrends.ai is terminated or expires, or if any representations you make herein are deemed or found to be untrue.

Upon termination of these Terms, you will immediately stop using the Healthtrends.ai APIs, cease all use of the Healthtrends.ai intellectual property and delete any cached or stored content and any Healthtrends.ai Data (including any Healthtrends.ai Confidential Information). Healthtrends.ai reserves the right to contact your end users to notify them of the termination of your right to use the Healthtrends.ai APIs and the Healthtrends.ai API Services.

YOU MAY NOT Use the Healthtrends.ai API Services to:

- disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks connected to or which can be accessed via the Healthtrends.ai API Services;
- migrate Customers away from a Healthtrends.ai Offering, unless expressly permitted by Healthtrends.ai pursuant to a duly executed written agreement;
- Scrape, build databases or otherwise create copies of any data accessed or obtained using the Healthtrends.ai API Services except as necessary to enable an intended usage scenario for your Application;
- Request from the Healthtrends.ai API Services more than the minimum amount of data, or more than the minimum data permissions that your Application needs for the intended functionality of your Application;
- Use an unreasonable amount of bandwidth, or adversely impact the stability of the Healthtrends.ai API Services or the behavior of other apps using the Healthtrends.ai API Services;
- Attempt to circumvent the limitations Healthtrends.ai sets on your use of the Healthtrends.ai API Services-for example., limiting the number of Healthtrends.ai API Services requests that you may make or the number of users you may serve or other limits imposed in its sole discretion;
- work around any technical limitations of the Healthtrends.ai API Services or reverse engineer, decompile or disassemble the Healthtrends.ai API Services, except and only to the extent that applicable law expressly permits, despite this limitation;

- identify, exploit or publicly disclose any potential security vulnerabilities;
- request, use or make available any data outside any permissions expressly granted by Customers in connection with using your Application;
- Use or transfer any data accessed or obtained including any data aggregated, anonymized or derived from that data for advertising or marketing purposes including (i) targeting ads, or (ii) serving ads. For purposes of clarity, this prohibition on using Healthtrends.ai API Services Data for advertising or marketing purposes does not extend to using other data, such as (i) the number of users of your Application, (ii) a user identifier you independently receive from a user (e.g., an email address you receive when a user enrolls to use your Application, a device identifier, or an advertising identifier), or (iii) a product or service identifier that identifies a Healthtrends.ai Offering;
- Make your Application available for use in a manner that circumvents the need for users to obtain a valid license if any to the Healthtrends.ai API Services;
- Redistribute or resell, or sublicense access to any data accessed through the Healthtrends.ai API Services; or
- Misrepresent expressly, by omission, or implication, the need for users to obtain a valid license to the Healthtrends.ai application or service if any that is accessed through the Healthtrends.ai API Services;
- falsify or alter any unique referral identifier in, or assigned to an Application, or otherwise obscure or alter the source of queries coming from an Application to hide a violation of this agreement; or
- Use the Healthtrends.ai API Services in a way that could create, in Healthtrends.ai's sole discretion and judgment, an unreasonable risk to Customers from a security or privacy perspective.

Security

You warrant that your Application has been developed to operate with Healthtrends.ai API Services content in a secure manner. Your network, operating system and the software of your servers, databases, and computer systems (collectively, "**Systems**") must be properly configured to securely operate your Application and store content collected through your Application (including the Healthtrends.ai API Services content). Your Application must use reasonable security measures to protect the private data of your users.

We may use technology to detect, prevent or limit the impact of any issues caused by your Application (before, after, or instead of suspension of your access). This may include, for example, (i) filtering to stop spam, (ii) performing security or privacy monitoring regarding scraping, denial of service attacks, user impersonation, application impersonation, or illicit consent grant(s), or (iii) limiting or terminating your access to the Healthtrends.ai API Services.

Audit

- You will permit Healthtrends.ai reasonable access to your Application for purposes of monitoring compliance with these Terms. You will respond to any questions by Healthtrends.ai about your compliance with these Terms.
- Without limiting the foregoing, upon request by Healthtrends.ai, you will provide us (or an independent auditor acting on our behalf) with up to two full-feature client account-level instances to access your Application (and/or other materials relating to your use of the API) as reasonably requested by us to verify your compliance with these Terms (including, in particular, your security and privacy obligations under these Terms).

- We may restrict or terminate access to the Healthtrends.ai API Services or perform an audit (including by hiring an independent auditor acting on our behalf) of your Application if you fail to provide adequate information and materials (including up to two full-featured instances of your Application) to verify your compliance with these Terms.
- You must have a process to respond to any vulnerabilities in your Application, and in the case of any vulnerabilities related to your Application's connection to the Healthtrends.ai API Services discovered by you or reported to you by a third party, you agree that you will timely provide vulnerability details to the Healthtrends.ai.

Data Breach

- In the event of a data breach by you resulting from any aspect of the Healthtrends.ai API Services involving your Application or any data collected through your Application, you will promptly contact Healthtrends.ai and provide details of the data breach. You agree to refrain from making public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Healthtrends.ai in each instance as it relates to the Healthtrends.ai API Services.

The rights and requirements of this **Security** section will survive for five (5) years following any termination of these Healthtrends.ai API Services.

Compliance with Applicable Privacy and Data Protection Laws when using the Healthtrends.ai Services

You must comply with all laws and regulations applicable to your use of the data accessed through the Healthtrends.ai API Services, including without limitation laws related to privacy, biometric data, data protection and confidentiality of communications. Your use of the Healthtrends.ai API Services is conditioned upon implementing and maintaining appropriate protections and measures for your service and Application, and that includes your responsibility to the data obtained through the use of the Healthtrends.ai API Services. For the data you obtained through the Healthtrends.ai API Services, you must:

- obtain all necessary consents before processing data and obtain additional consent if the processing changes ("**Data Access Consents**"),
- In the event you're storing data locally, ensure that data is kept up to date and implement corrections, restrictions to data, or the deletion of data as reflected in the data obtained through your use of the Healthtrends.ai API Services,
- implement proper retention and deletion policies, including deleting all data when your user abandons your Application, uninstalls your Application, closes its account with you, or abandons the account,
- maintain and comply with a written statement available to Customers and users that describes your privacy practices regarding data and information you collect and use ("**Your Privacy Statement**"), and that statement must be as protective as the Coronairusapi Privacy Statement, and
- Nothing in the Agreement shall be construed as creating a joint controller or processor-subprocessor relationship between you and Healthtrends.ai.

Changes to the Healthtrends.ai API Services and Terms

WE MAY CHANGE OR DISCONTINUE THE AVAILABILITY OF SOME OR ALL OF THE HEALTHTRENDS.AI API SERVICES AND TERMS AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE. Such changes may include, without limitation, removing or limiting access to specific API(s), requiring fees or setting and enforcing limits on your use of additions to the Healthtrends.ai API Services. We may also impose limits on certain features and services or restrict your access to some or all of the Healthtrends.ai API Services. We may release subsequent versions of the Healthtrends.ai API Services and require that you use those subsequent versions, at your sole cost and expense.

Any version of the Healthtrends.ai API Services designated as Preview, may not work in the same way as a final version. We may change or not release a final or commercial version of a Preview API in our sole discretion.

WE MAY MODIFY THESE TERMS AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED USE OF THE HEALTHTRENDS.AI API SERVICES FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THESE TERMS WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS TO THESE TERMS.

Additional Terms

No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Healthtrends.ai API Services, content or other material used or displayed through the current Coronavirus website or successor site.

No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

Termination

- We may suspend or immediately terminate these API Terms, any rights granted herein, and/or your license to the Healthtrends.ai API Services, in our sole discretion at any time, for any reason. You may terminate these API Terms at any time by ceasing your access to the Healthtrends.ai API Services
- Upon termination, all licenses granted herein immediately expire and you must cease use of the Healthtrends.ai API Services. You must also comply with Customer's instruction to return or delete any data accessed or obtained through the Healthtrends.ai API Services. Neither party will be liable to the other for any damages resulting solely from termination of these Terms.

11. General Terms

a) **Applicable Law**

b) **Support**. Because the Healthtrends.ai API Services are provided "as is," we may not provide support services for them. You are solely responsible for the quality of your Application and providing support for your Application.

c) **Assignment and Delegation**. You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control unless such permission is obtained in writing. Any purported assignment and delegation without permission shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you.

d) **Reservation of Rights**. All rights not expressly granted herein are reserved by Healthtrends.ai. You acknowledge that all intellectual property rights within the Healthtrends.ai API Services remain the property of Healthtrends.ai and nothing within these Terms will act to transfer any of these intellectual property rights to you.

e) **Healthtrends.ai and you are independent contractors**. Nothing in this Agreement shall be construed as creating an employer-employee relationship, processor-subprocessor relationship, a partnership, or a joint venture between the parties.

f) **No Waiver**. Either party's failure to act with respect to a breach of these Terms does not waive either party's right to act with respect to that breach or subsequent similar or other breaches.

g) **Survival**. Sections of these Terms that, by their terms, require performance after the termination or expiration of these Terms will survive.

h) **Modifications**. We may modify these Terms at any time with or without individual notice to you. Any modifications will be effective upon your continued use of the Healthtrends.ai API Services

i) **Entire Agreement**. These Terms and any documents incorporated into these Terms by reference, constitute the entire agreement between you and us regarding the Healthtrends.ai API Services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms. If any provision of these Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible.