

Data

Protected health information, as defined in the U.S. Health Insurance Portability and Accountability Act of 1996 ("PHI") you exchange using Kno2 belongs solely and exclusively to you and is used for identification and creation of structured documents for interoperability and will not be altered by Kno2 or disclosed to unauthorized third parties. After the termination of your subscription, the PHI will be deleted and destroyed according to normal operating procedures and will not be retained in any form by the Company. Notwithstanding the foregoing, you agree that Kno2 may de-identify any PHI and use such de-identified information for any lawful purpose.

If your data is provided to or from Kno2 via a third party provider, typically an EMR system, to the extent applicable the transmitted data may be transmitted outside such third party provider's systems, and that third party provider is not responsible for the privacy, security or integrity of the transmitted data that is no longer in its systems. You will be the recipient of PHI from other providers and you will maintain all PHI transmitted by Kno2 within the United States.

Additionally, when you accept this TOS you are representing that you have obtained and will obtain any and all necessary patient consents and authorizations required by applicable law to transmit, handle and access patient data, from third party providers or otherwise. You are also agreeing to reasonably safeguard the Company and its third party licensors/providers' confidential information from any intentional or unintentional use or disclosure, and you will keep such information confidential and use such information only in accordance with the purposes contemplated by this TOS. You further agree to allow the Company and/or its third party licensors/providers to access, inspect, and audit records related to the use of the System and the data and networks of such third party licensors/providers.

Kno2 may contain third party software that requires notices and/or additional terms and conditions which are incorporated by reference into this TOS and you are accepting the additional terms and conditions of these third parties. Such third party software notices and/or additional terms and conditions will be provided by the Company upon request.

The Company collects and analyzes data relating to the use and performance of Kno2 and all of the supporting systems ("System Data") and uses System Data during and after the term of your subscription. System Data is used to improve and enhance the systems and for other development, diagnostic and corrective purposes in connection with the systems. The Company may also disclose System Data in aggregate and anonymized format. System Data will never include PHI.