BINDER ESSENTIALS

Terms of Service

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Provider	Stacked Innovations, LLC, a Delaware limited liability company
Service	Binder Essentials, at app.binderessentials.com

1. Agreement

These Terms of Service ("Terms") govern access to and use of Binder Essentials (the "Service"), provided by Stacked Innovations, LLC ("Stacked Innovations", "we", "us").

Two kinds of party accept these Terms.

- **The Customer.** The person who signs up for a facility accepts these Terms on behalf of the legal entity named at signup (the "Customer"), and represents that they are authorized to do so. Sections 1 to 17 bind the Customer.
- **Each user.** Every person given an account accepts these Terms for themselves when the account is created. Sections 4, 6, 7, 8 and 15 to 17 bind each user personally.

Acceptance is by checking the box presented at signup or account creation. **We record the version accepted, the time, and the network address from which it was accepted.** If you do not agree, do not use the Service.

These Terms do not govern protected health information. That is governed by the Business Associate Agreement between the Customer and Stacked Innovations (the "BAA") (Section 5). Where these Terms and the BAA conflict on protected health information, the BAA controls.

2. Definitions

Term	Meaning
Facility	A single licensed facility for which the Customer subscribes. Each facility subscribes separately.
Customer Data	Information the Customer or its users enter into or upload to the Service, including compliance documents and records.
Protected health information (PHI)	As defined at 45 CFR 160.103.
User	A person to whom the Customer has given a role on a facility: Facility Administrator, Department Head or Regional.

Term	Meaning
Subscription	The Customer's paid right to use the Service for a facility, monthly or annually.

3. The Service

The Service helps skilled nursing facilities organize, prepare and maintain regulatory compliance documentation, including survey readiness, plans of correction, quality assurance and performance improvement, emergency preparedness, and CMS Five-Star information. We may improve, change or retire features. We will not materially reduce the core functionality of a paid Subscription during its current term without notice.

A demonstration version is offered at no charge so prospective customers can evaluate the Service. It contains fictitious information only, and a demonstration session's copy is deleted automatically. Real facility or resident information must not be entered into it.

4. Accounts and Access

- **One person, one account.** Each account belongs to one individual, identified by email address. Accounts may not be shared.
- **Credentials.** Users keep their passwords confidential and tell their Facility Administrator, and us, promptly of any suspected unauthorized use.
- **Who has access is the Customer's decision.** The Customer, through its Facility Administrators, decides who receives access, what role they hold, and when access ends, and is responsible for removing access promptly when it is no longer needed. Roles and their rights are described in our Access Control Policy.
- **Accurate information.** Signup and account information must be accurate and kept current.
- **Individuals.** The Service does not provide accounts to residents or other individuals who are the subject of PHI.

5. Protected Health Information and the BAA

The Customer must have an executed BAA with Stacked Innovations before any PHI is uploaded to or stored in the Service. **Uploads are disabled until the BAA has been executed.**

The Service cannot be used until the BAA has been executed.

Stacked Innovations handles PHI only as the BAA permits.

6. Customer Data

- **Ownership.** As between the Customer and Stacked Innovations, the Customer owns Customer Data. A facility's compliance records belong with the facility.
- **Our use.** The Customer grants Stacked Innovations the right to host, process, transmit and display Customer Data only to provide, secure and support the Service, and as the BAA and the law permit or require.
- **Aggregated information.** We may create information that is aggregated and de-identified, so that it does not identify the Customer, any facility, any individual, or any PHI, and use it to improve the Service and to provide benchmarking.

- **Responsibility.** The Customer is responsible for the accuracy and lawfulness of Customer Data and for having the rights needed to provide it.

7. Acceptable Use

Users must not:

- use the Service unlawfully, or to infringe another's rights;
- try to reach a facility, account or information they have not been given access to, or to defeat any security control;
- upload malicious code, or interfere with the Service's operation;
- scrape, copy or reverse-engineer the Service, except as the law allows; or
- resell or provide the Service to anyone other than the Customer.

8. Generated Content and Professional Judgment

Some features generate draft text, such as plan of correction language or performance improvement narratives, using an artificial intelligence service. **Generated content is a draft** only, is not guaranteed to be accurate, complete or fit for any particular purpose, and may contain errors**.** The Customer is solely responsible for reviewing, correcting and approving all generated content before use, and assumes all risk arising from its reliance on or use of such content.

The Service supports, and does not replace, professional judgment. It does not provide legal, medical, clinical or regulatory advice, and does not guarantee any survey, inspection, certification or rating outcome. Stacked Innovations shall have no liability for any regulatory action, deficiency finding, or adverse outcome arising from the Customer’s use of or reliance on the Service or its generated content.

9. Fees and Billing

- **Price.** Each facility's Subscription is [$499 per month or $5,489 per year], plus applicable taxes, as shown at signup.
- **No trial.** Payment is taken at signup. The demonstration version serves for evaluation.
- **Renewal.** Subscriptions renew automatically for the same period until cancelled. The Facility Administrator may cancel at any time; cancellation takes effect at the end of the current period.
- **Payment** is processed by Stripe. We do not receive or store full payment card numbers.
- **Refunds.** [Fees are non-refundable except where the law requires otherwise.] *(Appendix A item 5.)*
- **Late or failed payment.** If payment fails and is not resolved within [_30_] days, we may suspend the Subscription after notice.
- **Price changes** take effect at the next renewal, with at least [30] days' notice.

10. Term, Suspension and Termination

- These Terms apply while the Customer has a Subscription and until offboarding under this Section is complete. Offboarding may only be completed in compliance with Stacked Innovation’s Offboarding Procedure (OFF-01).
- We may suspend access immediately to protect the Service, its users or their information, or for a serious breach of these Terms, and will tell the Customer promptly.
- Either party may terminate for a material breach not cured within [30] days of notice.

- **When a Subscription ends**, access is disabled, and Customer Data is made available for export and then destroyed, on the schedule our offboarding procedure and the BAA provide. [The Customer has 30 days from the end of the Subscription to export its data.]
- **On the sale of a facility**, its records may instead be transferred to the buyer, on the Customer's written instruction and only after the buyer has entered into a BAA with us.
- Sections 6, 8, 11, 13, 14 and 15 to 17 survive termination.
- This Section is subject to the BAA. Where this Section and the BAA conflict, including as to the return, export or destruction of Customer Data or PHI, the BAA controls.

11. Confidentiality and Security

Each party protects the other's confidential information with reasonable care and uses it only for the purposes of these Terms. Stacked Innovations maintains administrative, physical and technical safeguards for the Service, described in its security policies and required by the BAA.

12. Third-Party Services

The Service relies on third-party providers, including for hosting, storage, payment, email and artificial intelligence. Those that may handle PHI do so under business associate terms. Our Privacy Policy lists the categories of provider we use.

13. Intellectual Property

Stacked Innovations owns the Service, including its software, design, templates and content other than Customer Data. These Terms grant the Customer and its users a limited, non-exclusive, non-transferable right to use the Service during the Subscription. Starter forms and templates provided in the Service may be used and adapted by the Customer for its facilities. Suggestions and feedback may be used by us without obligation.

14. Warranties, Liability and Indemnity

- **Warranty.** We will provide the Service with reasonable skill and care. [Except as stated in these Terms, the Service is provided "as is", and all other warranties, express or implied, are disclaimed to the extent the law allows.]
- **Limitation of liability.** [Neither party is liable for indirect, incidental, special, consequential or punitive damages. Each party's total liability under these Terms is limited to the fees paid for the affected facility in the [12] months before the claim.] [Exclusions: confidentiality, indemnity, the Customer's payment obligations, and liability under the BAA.]
- **Indemnity.** [The Customer will defend and indemnify Stacked Innovations against third-party claims arising from Customer Data or a breach of Section 7. Stacked Innovations will defend and indemnify the Customer against third-party claims that the Service infringes their intellectual property.]

15. Changes to These Terms

We may update these Terms. Each version carries a version number and date. **When a change is material, every user must accept the new version at their next sign-in before continuing to use the Service**, and we record that acceptance as in Section 1. Other changes take effect on publication.

16. Governing Law and Disputes

These Terms are governed by the laws of Pa without regard to its conflict-of-law rules. [Disputes will be resolved in the state or federal courts located in Washington County, Pa.

17. General

These Terms, the BAA, and any order or plan shown at signup are the entire agreement between the parties about the Service. Neither party may assign these Terms without the other's consent, except to a successor of its business; a facility's records transfer only as Section 10 provides. Notices to the Customer go to its Facility Administrator's email address; notices to us go to [legal@binderessentials.com]. If a provision is unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver.

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