



Terms & Policies

Privacy Policy

Privacy of our users is critically important to us. HiTech Action, LLC DBA CanyonCompliance respects your privacy and we are committed to protecting your personal information. This notice describes our privacy policy and statement. By utilizing our services, you are accepting the practices described in this Privacy Notice.

Your privacy is critically important to us. We don't share your personal information with anyone except to comply with the law, develop our products, or protect our rights.

Information We Collect

- *Personal Information*
Certain visitors to CanyonCompliance's websites choose to interact with CanyonCompliance in ways that require CanyonCompliance to gather personal information. The amount and type of information that CanyonCompliance gathers depends on the nature of the interaction. Those who engage in transactions with CanyonCompliance – by signing up for an account, for example – are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, CanyonCompliance collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with

CanyonCompliance. CanyonCompliance does not disclose personal information other than as described below. And visitors can always refuse to supply personal information, with the caveat that it may prevent them from engaging in certain website-related activities.

- *Non-personal Information*

Like most website operators, CanyonCompliance collects non-personal information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. CanyonCompliance's purpose in collecting non-personal information is to better understand how CanyonCompliance visitors use its website. From time to time, CanyonCompliance may release non-personal information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

Our Use of Your Personal Information

Generally, CanyonCompliance uses your personal information for the following purposes:

- to administer our products and services;
- to provide information to you regarding our products and services;
- to enhance, improve, and develop our products and services;
- to operate our business;
- to communicate with you and for marketing, promotional, and advertising purposes;
- to improve our websites; and
- also, when necessary we process, transfer, and share your personal information:
- to protect and maintain security of our products and services and their users;

Processing and Sharing your Personal Information

We process, transfer, and share your personal information to complete any transaction, to improve our products and services, for marketing and promotional purposes, and for research and product development. We also use personal information to provide any product or service you have requested or authorized.

We also process, transfer, and share your personal information:

- to protect and maintain the security of our products and services and their users;
- to prevent or detect fraud or other unlawful activity;
- when compelled by law to do so (such as by court order, investigation, or subpoena) or as required by legal proceedings (including defense of legal claims);
- for the purposes described in the Our Use of Personal Information section.
- The personal information you provide to us will be stored in the United States. We process personal information per applicable law and with transparency and fairness. Our data processing activities are conducted:
 - with your consent;
 - in order to fulfill our obligations to you;
 - for the legitimate purpose of operating our business including to improve and develop our products and services, for fraud prevention, for research, and improving your experiences; and/or
 - as otherwise in compliance with law.

Protecting Your Personal Information

CanyonCompliance at no time collects any patient Personal Health Information (PHI) . The information in this section pertains to

Covered Entities, their employees, and business associate agreements.

We understand that the security of your personal information is important. We use reasonable practices to protect your personal information from unauthorized use, disclosure, alteration, or destruction. As with any website, no security controls are 100% effective; we cannot guarantee the prevention of breaches. We encourage our visitors to use common sense in protecting your id, password, and other personal information.

Cookies and Similar Technologies

At CanyonCompliance, the security of your information and the experience you have when visiting our websites is important to us. We use cookies and similar technologies to assist us in these areas. For example, these technologies are used for storing and processing preferences and settings, login authentication, and capturing information about how our websites are used. You may limit how we and our service providers utilize these technologies through your browser settings, but keep in mind that this may prevent access to certain functionality within our website and/or products and services.

Your Access and Choices

CanyonCompliance is committed to providing you with access to your personal information and informing you about how to express your preferences concerning your personal information. Please keep in mind that your limiting the use and sharing of personal information may limit the services and products (or their capabilities) that we provide to you. No matter what your communication preferences are, you will receive certain transaction emails related to the services you use.

Not Intended for Children

Our websites are not intended to be used by children. If you are under the age of 13, please do not use our websites as we do not intend to collect your information.

Privacy Notice for California

If you are a resident of California, we are required to inform you that you have a right to know how information we collect from you is shared with other businesses for direct marketing purposes. We will not share information submitted to this website with other businesses for direct marketing purposes without providing you notice and obtaining your consent. If you have consented but later decide to opt out, we will honor your request in a timely manner. To opt out of sharing your information with other businesses for direct marketing purposes, you may manage your data and preferences through your profile in the HiTech HIPAA Dashboard or email, as stated in the Contact Us section.

Privacy Policy Updates

We will update this Privacy Policy periodically. A change in the effective date will indicate that this Policy has been updated. If there are material changes to the Policy or in how CanyonCompliance will use your personal information, we will notify you either by prominently posting a notice of such changes or by sending you a notification. We encourage you to periodically review this Policy to learn more about our information practices.

Contact Us

If you have questions or concerns about this Policy or the personal information that you share with us, please contact us using the information provided below by emailing:
info@CanyonCompliance.com

Effective as of 4/2/2019

Terms of Use

Agreement between User and CanyonCompliance

Welcome to www.hitechhipaa.com and/or www.canyonlabs.io and/or www.canyoncompliance.com (the "Website" or "Site"). This Website is comprised of various web pages operated by HiTech Action, LLC DBA CanyonCompliance. The Site and Service are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of this Site, and/or Service constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Our mission is to create a modern, easy-to-use tool that helps practices of all sizes stay on the path of HIPAA compliance. Our interface allows you to keep all of your important HIPAA- related records in one place, making them simple to access and maintain. We want every health care practice to feel comfortable with HIPAA compliance. We promise to do our best to remove barriers, make HIPAA understandable, and give you more time to focus on what matters most.

Privacy

Your use of the Site and/or Service is subject to our Privacy Policy. Please review our Privacy Policy, which also governs the Site & Service and informs users of our data collection practices.

Electronic Communications

Visiting this Website or sending emails to CanyonCompliance constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that CanyonCompliance is not responsible for third party access to your account that results from theft or misappropriation of your account. CanyonCompliance and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

CanyonCompliance does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use this Website only with permission of a parent or guardian.

Cancellation/Refund Policy

Unless you cancel the Service before the end of the applicable subscription period, your subscription will automatically renew, and you authorize us to collect the then-applicable subscription fee (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Service subscription can be canceled at any time in the Account Panel of your account. Email or phone requests to cancel your Service will not be accepted. Upon service cancellation, fees are not refundable.

Links to Third Party Sites/Third Party Services

This Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of CanyonCompliance and CanyonCompliance is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CanyonCompliance is providing these links to you only as a

convenience, and the inclusion of any link does not imply endorsement by CanyonCompliance of the site or any association with its operators.

Certain services made available via this Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.hitechhipaa.com and/or www.canyonlabs.io domain and/or www.canyoncompliance.com, you hereby acknowledge and consent that CanyonCompliance may share such information and data with any third party with whom CanyonCompliance has a contractual relationship to provide the requested product, service or functionality on behalf of www.hitechhipaa.com and/or www.canyonlabs.io and/or www.canyoncompliance.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.hitechhipaa.com and/or www.canyonlabs.io and/or www.canyoncompliance.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to CanyonCompliance that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of CanyonCompliance or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. CanyonCompliance content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of CanyonCompliance and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of CanyonCompliance or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by CanyonCompliance from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CanyonCompliance content accessed through www.hitechhipaa.com and/or www.canyonlabs.io and/or www.canyoncompliance.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless CanyonCompliance, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or Service, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. CanyonCompliance reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject

to indemnification by you, in which event you will fully cooperate with CanyonCompliance in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, and shall be held in Colorado, USA. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR

REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and CanyonCompliance agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CANYONCOMPLIANCE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

CANYONCOMPLIANCE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CANYONCOMPLIANCE AND/ OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CANYONCOMPLIANCE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT,

INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CANYONCOMPLIANCE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

CanyonCompliance reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado and you hereby consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CanyonCompliance as a result of this agreement or use of the Site. CanyonCompliance's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CanyonCompliance's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by CanyonCompliance with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CanyonCompliance with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CanyonCompliance with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

CanyonCompliance reserves the right, in its sole discretion, to change the Terms under which www.hitechhipaa.com and/or www.canyonlabs.io and/or www.canyoncompliance.com is offered. The most current version of the Terms will supersede all previous versions. CanyonCompliance encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

If you have questions or concerns about this Policy, please contact us using the information provided below by emailing:

info@canyoncompliance.com

Effective as of 4/2/2019