

# Terms of Service

**Last Updated:** 1/1/2026

## 1. Acceptance of Terms

By accessing or using the website and services provided by **QDX Data LC** ("Company", "we", "us", or "our"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use our services.

## 2. Description of Services

QDX Data LC provides healthcare credentialing/compliance data for healthcare providers. We reserve the right to modify, suspend, or discontinue any part of the Service at any time, with or without notice, though we will attempt to provide reasonable notice for major operational changes in accordance with our service level objectives.

## 3. Account Security and Responsibilities (SOC 2 Focus)

*To satisfy SOC 2 Security criteria, we strictly enforce user authentication and access control measures.*

- **3.1 Registration:** You must provide accurate, current, and complete information during the registration process.
- **3.2 Credentials:** You are responsible for maintaining the confidentiality of your login credentials. You agree to use a strong, unique password and, where available, Multi-Factor Authentication (MFA).
- **3.3 Notification:** You agree to notify QDX Data LC immediately at [clientservices@qdxdata.com](mailto:clientservices@qdxdata.com) of any unauthorized use of your account or any other breach of security.
- **3.4 Liability:** QDX Data LC will not be liable for any loss or damage arising from your failure to comply with this section.

## 4. Acceptable Use Policy (SOC 2 Focus)

*This section establishes the boundaries required to maintain the System Security and Processing Integrity commitments of our SOC 2 report.*

You agree **not** to:

- Probe, scan, or test the vulnerability of any QDX Data LC system or network without explicit written authorization (e.g., unauthorized penetration testing).
- Breach or attempt to breach security or authentication measures.
- Interfere with service to any user, host, or network, including submitting a virus, overloading, flooding, spamming, or mail-bombing.
- Use the services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

## 5. Data Privacy and Confidentiality

- **5.1 Privacy Policy:** Your use of our services is also governed by our **Privacy Policy**, which outlines how we collect, use, and protect your data.
- **5.2 Confidentiality:** Both parties agree to handle "Confidential Information" (as defined in our Privacy Policy or separate NDA) with the same degree of care used to protect their own confidential information, but in no event less than a reasonable degree of care.
- **5.3 Data Ownership:** You retain all rights and ownership of your data. We claim no intellectual property rights over the material you provide to the Service.

## 6. Service Availability, Maintenance, and Reporting

- **6.1 Availability:** We aim to ensure the Services are available 99.9% of the time. However, we do not guarantee uninterrupted access.
- **6.2 Scheduled Maintenance:** We perform regular maintenance to ensure the security and performance of our systems (a SOC 2 requirement). We will endeavor to schedule maintenance during low-traffic windows and provide advance notice for significant downtime.
- **6.3 Reporting and Remedy:** If during the course of use or in any other way, you find any vulnerability or bug in our systems that may impact security, use, or confidentiality, you should report this to [clientservices@qdxdata.com](mailto:clientservices@qdxdata.com). We will respond within one business day and ensure the issue is resolved.

## 7. Intellectual Property

All content, trademarks, logos, and service marks displayed on the Service are the property of QDX Data LC or other third parties. You are not permitted to use these without the prior written consent of QDX Data LC or such third party which may own the Marks.

## 8. Limitation of Liability

To the maximum extent permitted by law, QDX Data LC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible

losses, resulting from (a) your access to or use of or inability to access or use the services; (b) any unauthorized access to or use of our servers and/or any personal information stored therein.

## **9. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law provisions.

## **10. Contact Information**

If you have questions about these Terms, please contact us at:

- **QDX Data LC**
- **Email:** [clientservices@qdxdata.com](mailto:clientservices@qdxdata.com)