Parlance Therapy Terms of Service

These Terms of Service (the "Terms") are between Parlance Therapy, LLC ("Parlance", "we", "us") and you or the entity you represent ("you").

They govern your use of Parlance's websites, applications, and services (the "Services").

You accept these Terms by checking the acceptance box when you sign up, or when we ask you to accept an updated version.

Where your use of the Services involves protected health information, the Parlance Therapy Business Associate Agreement (the "BAA") also applies. You accept the BAA at the same time, and it is part of these Terms.

1. Who can use the Services

1.1 Professional use. The Services are for speech-language pathologists, occupational therapists, and the professionals and organizations who work with them. You may use them only in the course of your professional work.

1.2 Eligibility. You must be at least 18 years old. You must meet one of the following:

(a)You are licensed or otherwise legally authorized to practice.

(b)You are practicing under the supervision of someone who is.

(c)You are enrolled in a program that leads to licensure.

1.3 Acting for an entity. If you accept these Terms on behalf of a practice, agency, or other entity, "you" means that entity. You represent that you have authority to bind it.

1.4 Your account and devices. You are responsible for everything that happens under your account. Keep your sign-in credentials confidential.

Use the Services only on devices you control or that your employer manages. Protect them with a screen lock, and sign out of shared devices.

Tell us promptly if you suspect your account or credentials have been compromised. Contact us at support@parlancetherapy.com.

2. The Services

2.1 What the Services are. The Services include ParlaDraft and ParlaGoal, which are documentation tools, and ParlaTrace, which shows progress over time.

We may add, change, rename, or discontinue individual features. We will not materially reduce the core function of a paid subscription during a period you have already paid for.

2.2 A tool, not a record system. Parlance is a tool you use to write and review clinical documentation.

It is not an electronic health record, a records-management system, or a system of record. It is not the official home of any client's record.

2.3 Organizations. You may use the Services as a member of an organization. If you do, cases created within that organization are governed by the organization's agreement with Parlance.

3. Your records and your responsibilities

3.1 Your content is yours. The notes, goals, data, and other materials you submit to the Services are "Customer Content". You own your Customer Content.

We use it only to provide and maintain the Services, and as the BAA and these Terms allow.

3.2 You keep the official record. You, or the organization or payer you work with, hold the official record of the care you provide.

You are solely responsible for keeping that record for as long as any law, regulation, payer rule, or employer policy requires. Parlance does not keep records for you, and has no duty to.

3.3 Requests for records. Requests from clients, parents, guardians, payers, or others for copies of records are yours to handle. You can export your Customer Content at any time to help you respond.

3.4 Clinical judgment. The Services turn the clinical selections you make into written narrative, goals, and charts. You are responsible for reviewing all output before you use it, and for the accuracy and completeness of everything you document.

The Services do not provide clinical advice. They do not replace your professional judgment.

3.5 Your authority. You represent that you have every right and permission needed to submit your Customer Content to the Services and to let us process it as these Terms describe. This includes any permission your employer or contracting organization requires.

4. Data availability, export, and deletion

4.1 Available while active. Your Customer Content is available in the Services while your account, and the relevant case, remain active, subject to Section 4.7.

4.2 Export. You can export your Customer Content at any time from within the Services, either all of it or the most recent 3, 6, or 12 months.

4.3 Deleting a case. You can delete any case you control. Deletion takes effect immediately and cannot be undone.

The Services warn you first, ask you to confirm, and offer you the chance to export.

4.4 Closing your account. You can close your account at any time. When you do, all of your Customer Content is deleted immediately and cannot be recovered.

The Services warn you first, ask you to confirm, and offer you the chance to export.

4.5 Export before you delete. Deletion is immediate and permanent. Export anything you want to keep before you delete a case or close your account.

4.6 Backups and audit records. After deletion, some data stays temporarily in our encrypted disaster-recovery backups, and we keep audit records without client names. Both are covered by the BAA. They are not available to you or anyone else through the Services.

4.7 Accounts without an active subscription. This section applies when your free trial ends without a subscription, when you cancel and your subscription ends, or when a payment is not restored (Section 5.8).

(a) Your account stays open, and you can subscribe again at any time.

(b) Access to the clinical tools stops. You can still export all of your Customer Content from your account page.

(c) We will email you several times before your Customer Content is deleted, including at least 14 days and 1 day before.

(d) 60 days after your trial or subscription ends, we delete your Customer Content as described in Section 4.4. Your account stays open.

If you subscribe again before then, your Customer Content stays and access to the clinical tools returns.

5. Fees and subscriptions

5.1 Subscriptions. Access to the clinical tools requires a paid subscription or an organization-provided seat. Prices and plans are shown in the Services at the time you subscribe.

5.2 Free trial. A new account may start with a free trial. No payment method is needed to start one. When the trial ends, Section 4.7 applies until you subscribe.

5.3 Automatic renewal. Subscriptions renew automatically for the same period until you cancel. We charge the payment method on file at each renewal. You can cancel at any time, and cancellation takes effect at the end of the current period. When your subscription ends, Section 4.7 applies.

5.4 Payment processing. Payments are processed by our payment processor. We do not store your full card details.

5.5 Refunds. Fees are non-refundable, except where these Terms or the law say otherwise.

5.6 Taxes. Fees do not include taxes. You are responsible for any sales, use, or similar taxes on them.

5.7 Price changes. We will give you at least 30 days' notice of a price increase. The increase takes effect at your next renewal after the notice period.

5.8 Missed payments. If a payment fails, we will tell you by email and keep trying to charge your payment method. You keep full access to the clinical tools for 14 days after the first failed payment. If payment is not restored by then, your subscription ends and Section 4.7 applies, except that its 60 days count from the first failed payment.

6. Acceptable use

6.1 What you may not do. You will not, and will not allow anyone else to, do any of the following:

(a) Share your account or let anyone else use it.

(b) Reverse engineer, decompile, or try to discover the source code of the Services, except where the law does not allow this restriction.

(c) Copy, modify, resell, sublicense, or create derivative works of the Services.

(d) Test the Services for vulnerabilities, interfere with their operation, or get around access controls.

(e) Access accounts or data you are not authorized to access.

(f) Use the Services to build a competing product.

(g) Use the Services for any unlawful purpose.

(h) Submit content you do not have the right to submit.

6.2 Suspension. We may suspend your access if any of the following applies:

(a) You breach Section 6.1.

(b) Your use threatens the security or operation of the Services.

(c) The law requires us to.

We will tell you before suspending when practical. Suspension does not delete your Customer Content.

7. Ending these Terms

7.1 By you. You can end these Terms at any time by closing your account (Section 4.4).

7.2 By us. We may end these Terms for any of the following reasons:

(a) You materially breach them and do not cure the breach within 30 days after our notice.

(b) We stop offering the Services.

(c) We have another good reason, with 30 days' notice.

A trial or subscription ending is covered by Section 4.7, and does not end these Terms. Otherwise, we will give you at least 30 days' written notice before closing your account. You can export your Customer Content during that time. At the end of the notice period, your account is closed and your Customer Content is deleted as described in Section 4.4.

7.3 Survival. Sections 3, 4.6, 8, 9, 10, 11, 12, and 13 survive the end of these Terms.

8. Usage data and feedback

8.1 Usage data. We collect data about how the Services are used and how they perform ("Usage Data"), such as feature use, page loads, and errors.

Usage Data does not include Customer Content or protected health information. We may use Usage Data to operate, improve, and promote the Services. We disclose Usage Data to others only in aggregated form that does not identify you.

8.2 De-identified data. We may create de-identified data from Customer Content, as the BAA allows.

8.3 Feedback. If you give us suggestions or feedback, we may use it freely, with no obligation to you.

9. Privacy and security

9.1 Privacy. Our Privacy Policy, at https://parlancetherapy.com/privacy, explains how we handle personal information.

9.2 Protected health information. The BAA governs how we protect, use, and disclose protected health information.

9.3 Other Customer Content. Some Customer Content may not be protected health information, for example education records. We protect that content with the same safeguards, and use it only to provide the Services and as these Terms allow.

10. Warranties and disclaimers

10.1 Mutual. Each party represents that it has the authority to enter into these Terms, and that it will comply with the laws that apply to it in using or providing the Services.

10.2 Disclaimer. We do not guarantee that the Services will always be available, uninterrupted, secure, or free of errors.

Except as expressly stated in these Terms and the BAA, the Services are provided "as is". **We disclaim all other warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement, to the fullest extent the law allows.**

11. Limitation of liability

11.1 General cap. Except as provided in Section 11.4, each party's total liability for all claims arising from or relating to these Terms will not exceed the greater of $100 or the fees you paid us in the 12 months before the claim arose.

11.2 Data protection cap. Each party's total liability for all claims arising from a breach of the BAA or of Section 9 will not exceed $2,500. This cap is separate from and in addition to the general cap.

11.3 Damages waiver. Except as provided in Section 11.4, neither party is liable to the other for lost profits or revenue, or for indirect, incidental, special, consequential, exemplary, or punitive damages, even if it was told they were possible.

11.4 Exceptions. The limits in this Section 11 do not apply to your obligations to pay fees, or to liability that the law does not allow to be limited. Obligations under Section 12 (Indemnification) are subject to these limits. Parlance's obligations under Section 12.1(b) fall under the cap in Section 11.2. All other indemnification obligations fall under the cap in Section 11.1.

11.5 Applicability. These limits apply to all liability, whether in contract, tort (including negligence), statute, or otherwise.

12. Indemnification

12.1 By Parlance. Parlance will defend you against any third-party claim that arises from either of the following, and pay the resulting damages, settlements, and reasonable legal costs:

(a)The Services infringing that party's intellectual property rights.

(b)Parlance's breach of the BAA.

12.2 By you. You will defend Parlance against any third-party claim that arises from any of the following, and pay the resulting damages, settlements, and reasonable legal costs:

(a)Your Customer Content.

(b)Your clinical documentation or decisions.

(c)Your breach of Section 3.5 or Section 6.1.

12.3 Procedure. The party seeking protection must do all of the following:

(a)Promptly notify the other party of the claim.

(b)Give reasonable help, at the other party's expense.

(c)Let the other party control the defense and settlement.

The defending party may not settle in a way that admits fault by, or imposes obligations on, the protected party without its consent.

13. General

13.1 Governing law and courts. Pennsylvania law governs these Terms, without regard to its conflict-of-laws rules. Any legal action about these Terms will be brought in the state or federal courts located in Philadelphia County, Pennsylvania. Each party consents to those courts' exclusive jurisdiction.

13.2 Changes to these Terms. We may update these Terms or the BAA.

For a material change, we will notify you by email or in the Services at least 30 days before it takes effect. Where the law requires, we will ask you to accept the change.

If you do not agree, you can close your account before the change takes effect. Changes required by law may take effect sooner.

13.3 Notices. We send notices to the email address on your account. You send notices to support@parlancetherapy.com. Legal process goes to Parlance Therapy, LLC, 502 W 7th St, Suite 100, Erie, PA 16502.

13.4 Entire agreement. These Terms, including the BAA, are the entire agreement between you and Parlance about the Services. They replace all earlier agreements on the same subject.

13.5 Order of precedence. If these Terms and the BAA conflict about protected health information, the BAA controls.

13.6 Severability and waiver. If a court finds any part of these Terms unenforceable, the rest remains in effect. Not enforcing a term is not a waiver of it.

13.7 Assignment. You may not assign these Terms without our consent. We may assign them, on notice, in connection with a merger, acquisition, reorganization, or sale of our business.

13.8 Force majeure. Neither party is liable for delays or failures caused by events beyond its reasonable control. This does not excuse payment of fees.

13.9 Independent parties. The parties are independent contractors. Nothing in these Terms creates a partnership, agency, or employment relationship.

13.10 No third-party beneficiaries. There are no third-party beneficiaries of these Terms.

13.11 Electronic acceptance. Accepting these Terms electronically has the same effect as signing them. We keep a record of the version you accepted and when. You can request a countersigned PDF copy.

Portions of these Terms are adapted from the Common Paper Cloud Service Agreement Standard Terms Version 2.1 (https://commonpaper.com/standards/cloud-service-agreement/2.1/), used under CC BY 4.0 (https://creativecommons.org/licenses/by/4.0/). Parlance Therapy, LLC has modified the text. Common Paper does not endorse these changes.