

Cybermed Health API Terms of Use

Last Updated: 3-1-2026

By accessing or using the Cybermed Health API you accept the terms of this Cybermed Health API License Agreement (the "Agreement"). In this Agreement, "Cybermed Health API" means Cybermed Health, Inc., "You" (including "Your") means you, and the "parties" refer to Cybermed Health, Inc. and You.

1. Definitions

- 1.1. "API Key": The secret key required to access the API.
- 1.2. "Application": Any application that You develop using the Cybermed Health API to use, search, display, download, and/or modify the Cybermed Health Content.
- 1.3. "Developer Tools": The tools, documentation, and other content available on the Cybermed Health other than the Cybermed Health API.
- 1.4. "End User": A user of Your Application that uses the Cybermed Health API.
- 1.5. "End User Credentials": An End Users' name, email address, phone number, and organization name.
- 1.6. "Cybermed Health API": The Cybermed Health API (Application Programming Interface) is a REST-based interface that allows third parties to retrieve data from Cybermed Health hosted servers in a secure and standardized fashion. With proper End User authentication, Cybermed Health provides access to various features of the Cybermed Health API, including the ability to search and retrieve our Cybermed Health Content.
- 1.7. "Cybermed Health Content": All Clinical Decision Support Order Sets and Plans of Care content and data associated with such content hosted on Cybermed Health servers and made available by Cybermed Health for use by developers.
- 1.8. "Cybermed Health Website": The website located at <https://www.cybermedhealthinc.com/>.

2. License

2.1. Grant of License

Subject to Your compliance with this Agreement, Cybermed Health grants You a revocable, limited, worldwide, non-exclusive license to use the Cybermed Health API. Cybermed Health may revoke this license at any time for any reason. Cybermed Health may also limit calls from Your Application at any time for any reason.

2.2. License Restrictions

- 2.2.1. You must obtain End Users' express consent before exposing Your Application to them.
- 2.2.2. You will only authenticate End Users using one of our provided authentication methods.
- 2.2.3. You must apply for an API Key in order to access the API. You will keep the API Key confidential and not disclose them to third parties including End Users. Cybermed Health reserves the right to change Access Keys at any time.
- 2.2.4. You will comply with all laws, Cybermed Health Terms of Service, and Cybermed Health Privacy Policy.
- 2.2.5. You will not mislead End Users.
- 2.2.6. You will not display advertisements within the Application (e.g., pre- or post-roll ads, flash overlay ads, etc.) without Cybermed Health's prior written consent.
- 2.2.7. You will not charge End Users a fee for using your Application without Cybermed Health's prior written consent.
- 2.2.8. You will not represent that Cybermed Health has approved Your Application without Cybermed Health's prior written consent, nor will you suggest that you or your Application is affiliated with Cybermed Health.
- 2.2.9. You comply with Cybermed Health's then-current API Best Practices
- 2.2.10. You will make it easy for End Users to disconnect from Your Application.
- 2.2.11. You will not reverse engineer or decompile the Cybermed Health API.
- 2.2.12. You will not crawl or data mine Cybermed Health Content without Cybermed Health's prior written consent.
- 2.2.13. You will not introduce viruses, worms, Trojan Horses, etc. through the Application.
- 2.2.14. You will only request, use, and retain Cybermed Health Content as necessary to operate, optimize, and modify Your Application.
- 2.2.15. You will not make API calls exceeding a reasonable amount per day.
- 2.2.16. You will immediately forward to us any notices or claims alleging that the Cybermed Health Content infringes the proprietary rights of any third party, including claims made pursuant to the Digital Millennium Copyright Act.
- 2.2.17. You are responsible for ensuring that each End User is informed of, and abides by, the terms and conditions of this Agreement.

2.2.18. Upon request by Cybermed Health, you will ideate regarding potential use cases for Cybermed Health

Content and share suggestions with Cybermed Health.

3. Intellectual Property

3.1. As between Cybermed Health and you, (a) Cybermed Health owns the Cybermed Health API, the Cybermed Health Content, the Cybermed Health Website; and (b) You own Your Application. Except as expressly set forth in this Agreement, neither party transfers any right, title, or interest in or to its intellectual property.

3.2. Subject to your compliance with the terms of this Agreement, Cybermed Health hereby grants You a limited, non-exclusive, revocable license to use the Cybermed Health Marks for descriptive purposes in connection with Your Application, provided, however, that you may not use the Cybermed Health Marks in the name or logo of Your Application (i.e., you may not call your Application a "Cybermed Health application") without Cybermed Health's prior written consent.

3.3. Cybermed Health reserves the right to develop applications and services that are similar to Your Application.

4. Term and Termination

This Agreement will continue for as long as you operate an Application or until Cybermed Health terminates this Agreement, whichever comes first. Cybermed Health may terminate this Agreement at any time for any reason with or without notice. The following provisions will survive any termination or expiration of this Agreement: Sections 1, 3.1, 3.4, and 5 through 9. Upon termination, you will no longer have access to the API.

5. Representations and Warranties

You represent and warrant that (a) you have the right and authority to enter into and perform this Agreement; (b) you will not be breaching any agreement with a third party by entering into this Agreement; and (c) Your Application will not infringe any third party's intellectual property rights.

6. Indemnification

You will indemnify, defend, and hold Cybermed Health harmless from and against any losses (including attorneys' fees) from any third party claims arising out of any breach by You of any term of this Agreement.

7. Warranty Disclaimer and Limitation of Liability

Cybermed Health provides the Cybermed Health API and the Cybermed Health Content on an "AS IS" basis and makes no warranties, express, implied, or statutory, including, without limitation, warranties of merchantability, non-infringement, and fitness for a particular purpose. In no event shall Cybermed Health be liable for (a) any indirect, incidental, consequential, punitive, or special damages, even if it has been advised of the possibility of such damages; or (b) damages exceeding U.S. \$10,000.00.

8. Technical Support and Implementation

Cybermed Health will provide reasonable technical support with respect to the Cybermed Health API to You via Cybermed Health's customer support at support@cybermedhealthinc.com , available Monday through Friday, 9:00am – 5:00pm EST, excluding holidays.

8.1. Fees

No cash consideration is provided by either party hereunder. The parties are entering into this Agreement in anticipation of the goodwill they expect to accrue.

9. Governing Law; Choice of Forum; Waiver of Jury Trial

This Agreement shall be governed by the laws of the State of Georgia without regard to conflicts of law principles, and each party irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts located in Gwinnett County, Georgia. Each party irrevocably and unconditionally waives any and all rights to a jury trial in respect of any action arising out of or relating to this Agreement.

10. Miscellaneous

Each party is an independent contractor of the other and neither is an employee, agent, partner, or joint venture participant of the other. No delay or failure on the part of Cybermed Health in the exercise of any right under this Agreement or any law shall operate as a waiver of such right. In the event a court finds any term of this Agreement unenforceable, that term will be enforced to the maximum extent permissible and the remainder of this Agreement will remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer any rights on any entity other than the parties. This Agreement may be modified by Cybermed Health at any time by posting a new version of the <https://www.cybermedhealthinc.com/>.