

# PangeaEmr Terms Of Service

Effective Date: 01/01/2021

Company: PangeaEMR LLC (“PangeaEMR,” “we,” “us,” or “our”)

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## 1. Acceptance of Terms

These Terms of Service (“Terms”) govern access to and use of the PangeaEMR platform, website, applications, and related services (collectively, the “Services”).

By accessing or using the Services, you agree to be bound by these Terms.

If you do not agree, you may not use the Services.

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## 2. Description of Services

PangeaEMR provides a cloud-based electronic health record (EHR), practice management, billing, revenue cycle management, patient portal, and communication platform.

The Services may include:

- Clinical documentation
- Patient health record access
- Claims submission and billing tools
- Appointment scheduling
- Secure messaging
- SMS notifications
- Payment processing
- Document upload and storage

PangeaEMR is a technology platform and does not provide medical care.

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## 3. User Categories

These Terms apply to all users, including:

- Healthcare Providers (physicians, nurse practitioners, clinicians)
- Clinic staff and administrators
- Patients
- Authorized representatives

Each user agrees to comply with these Terms according to their role.

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## 4. No Medical Advice

PangeaEMR does not provide medical advice, diagnosis, or treatment. All medical services are provided solely by licensed healthcare providers. Patients should consult their provider directly for medical questions.

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## 5. Emergency Disclaimer

The Services are not intended for emergency communications. If you are experiencing a medical emergency, call 911 or seek immediate medical attention. PangeaEMR is not responsible for delayed or unread messages.

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## 6. HIPAA and Protected Health Information

PangeaEMR may process Protected Health Information (PHI) on behalf of healthcare providers. Healthcare providers are “Covered Entities.” PangeaEMR acts as a “Business Associate” as defined under HIPAA. A separate Business Associate Agreement (BAA) governs PHI handling. Patients should direct privacy inquiries to their healthcare provider.

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## 7. Provider Responsibilities

Healthcare providers agree to:

- Maintain valid licenses and credentials
- Comply with all healthcare laws and regulations
- Ensure accuracy of clinical documentation
- Verify insurance eligibility and billing submissions
- Obtain appropriate patient consent for communications

PangeaEMR is not responsible for:

- Insurance denials
  - Claim recoupments
  - Billing disputes
  - Clinical decision-making
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## 8. Patient Responsibilities

Patients agree to:

- Provide accurate information

- Maintain confidentiality of login credentials
- Use the platform for lawful purposes
- Not misuse messaging features

Billing information displayed in the portal is provided by the clinic.  
All billing disputes must be directed to the healthcare provider.

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## 9. Billing, Financial Responsibility, and Collections

Patients are responsible for paying all copayments, deductibles, coinsurance amounts, and any other balances owed to their healthcare provider.

Healthcare providers may establish their own financial policies regarding payment deadlines, installment plans, late fees, interest, and collection procedures in accordance with applicable federal and state law.

If a patient's balance remains unpaid after reasonable notice and billing attempts by the healthcare provider, the provider may:

- Assess reasonable late fees where permitted by law;
- Charge interest on overdue balances at a rate permitted by applicable law; and/or
- Refer the account to a third-party collection agency or pursue other lawful collection remedies.

PangeaEMR acts solely as a technology platform facilitating billing and payment services and is not responsible for provider billing policies, collection practices, credit reporting, or debt recovery activities.

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## 10. SMS and Electronic Communications

By using the Services, users may receive:

- Appointment reminders
- Billing notifications
- Administrative communications

Users may opt out of SMS communications as permitted.

PangeaEMR does not sell or share SMS opt-in data.

Users are responsible for ensuring that contact information is accurate.

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## 11. Telehealth

If telehealth services are offered in the future:

- All telehealth services will be provided by licensed healthcare providers.
- PangeaEMR will act solely as a technology facilitator.

- Additional terms or patient consent forms may apply.

PangeaEMR does not assume responsibility for medical care delivered through telehealth features.

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## 12. Fees and Payments (Providers)

Providers agree to pay subscription fees as outlined in their service agreement. Failure to pay subscription fees may result in suspension or termination of Services. All provider fees are non-refundable unless otherwise agreed in writing.

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## 13. Data Ownership

Providers retain ownership of patient records. Patients retain rights to access their health information as permitted by law. PangeaEMR retains ownership of:

- Software
  - Platform technology
  - Design
  - Trademarks
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## 14. Security

PangeaEMR implements reasonable administrative, technical, and physical safeguards to protect data. However, no system can guarantee absolute security. Users are responsible for safeguarding account credentials.

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## 15. Prohibited Conduct

Users may not:

- Use the platform for unlawful purposes
- Attempt unauthorized access
- Reverse engineer the software
- Upload malicious code
- Send spam or unauthorized marketing

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## 16. Account Suspension and Termination

PangeaEMR may suspend or terminate access for:

- Violation of these Terms
  - Non-payment
  - Fraudulent or illegal activity
  - Security risks
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## 17. Disclaimer of Warranties

The Services are provided “AS IS” and “AS AVAILABLE.”

PangeaEMR does not guarantee:

- Claim approval
  - Continuous uninterrupted access
  - Error-free operation
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## 18. Limitation of Liability

To the fullest extent permitted by law:

PangeaEMR shall not be liable for:

- Indirect or consequential damages
- Lost profits
- Insurance reimbursement decisions
- Clinical outcomes

Total liability shall not exceed the amount paid by the Provider in the prior 1 month.

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## 19. Indemnification

Users agree to indemnify PangeaEMR for claims arising from:

- Improper billing
  - Clinical negligence
  - Violation of healthcare regulations
  - Misuse of the platform
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## 20. Modifications

We may update these Terms from time to time.

Continued use of the Services constitutes acceptance of updated Terms.

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## 21. Governing Law

These Terms are governed by the laws of the State of Texas.

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## 22. Contact Information

PangeaEMR LLC

[info@pangeaemr.com](mailto:info@pangeaemr.com)

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