Magilen Enterprises Inc.		QSmartCare
	API	
	November - 2021	
		Page 1 23

Table of Contents

Introduction	2
Requirements	2
How to use the API	2
API URL	2
Software Components & Configuration	3
Authenticate User	3
Search for Patients	4
Get Patient CCDA	9
Get patient CCDA for a limited time range	14
Get Clinical Sections	15
Get Clinical sections for a specific time period.	17
Error Codes	18
Terms of Use	19

Introduction

This document describes QSmartCare EHR API for patient data access. Its purpose is to serve as an interface to obtain demographic and clinical information for patients registered under the QSmartCare EHR domain. The API returns a JSON object with status and embedded CCDA XML. API examples below show how to access the API

Requirements

- 1) Registered users can use this API to query the EHR for patient data.
- 2) User must be an authorized user of the QSmartCarre

How to use the API

The API is hosted at https://www.qsmartcare.com/patient-api/controller/patient-service.php and is publicly accessible. Obtain demographic/clinical information from patients registered under the QSMARTCARE EMR domain, third parties should first authenticate using a set of credentials (practiced / username / password) obtained from one of the practices currently using QSMARTCARE EHR.

API URL

URL for accessing the API is

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=authenticateuser

Software Components & Configuration

Software - Postman

Configuration

- a) AccessKeyID
- b) SecretAccessKey

Authenticate User

Use your credentials to QSmartCare EHR or QSmartCare Portal to authenticate with the API. API returns a token that will be used for all other API calls.

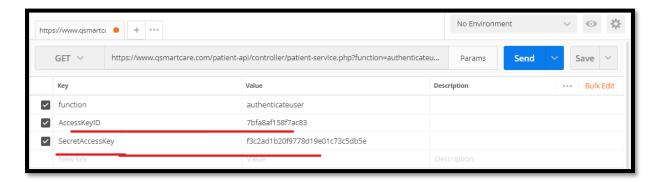
Example

Enter the below URL

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=authenticateuser



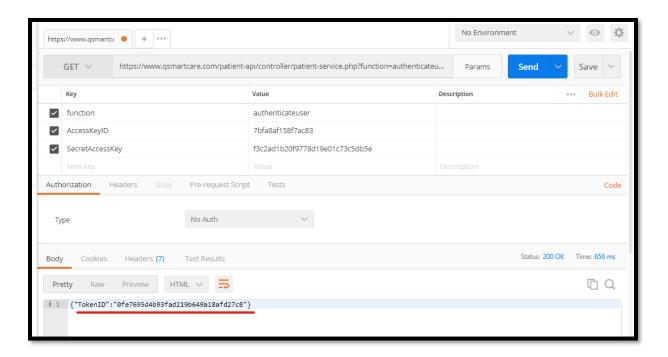
• Enter the AccessKeyID and SecretAccessKey and click 'Send'



 On clicking the Send button Token ID will be generated as displayed in the below screenshot

Magilen Enterprises Inc.

QSmartCare



Note: Store the value TokenID. That TokenID will be used for all further calls to API

Search for Patients

Search for a patient from QSMARTCARE using one or more parameters list below

- Account No
- Date of birth
- First name
- Last name

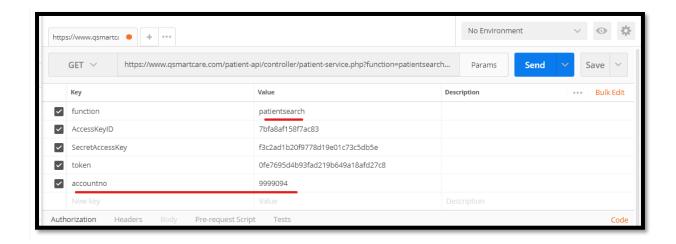
Examples listed below

Search Using Account No

 $https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientsearch\&AccessKeyID=7bfa8af158f7ac83\&SecretAccessKey=f3c2ad1b2\ 0f9778d19e01c73c5db5e\&token=0fe7695d4b93fad219b649a18afd27c8\&accountno=9999094$

Magilen Enterprises Inc.

QSmartCare



Response

```
"PatientList": [

{
    "AccountNo": "9999094",
    "FirstName": "Rebecca",
    "MiddleName": "Jones",
    "LastName": "Larson",
    "Gender": "F",
    "Dob": "05/01/1970",
    "Email": "Rebecca@gmail.com",
    "Mobile": "(555) 777-1234",
    "Address": "1357, Amber Dr, Beaverton, OR-97006",
    "City": "Beaverton",
    "State": "Oregon",
    "Zipcode": "98746-5655"
}
],
"Result": "Success: Found 1 patients"
```

Search Using Date of birth

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientsearch&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b20f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&dob=1988-05-22



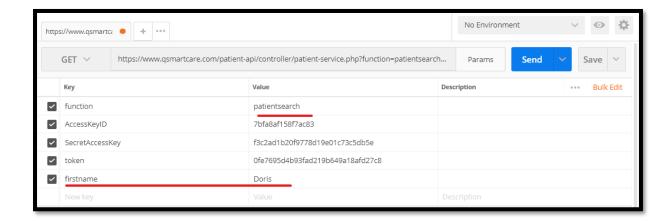
Response for DOB "PatientList": ["AccountNo": "908105", "FirstName": "Kay", "MiddleName": "", "LastName": "Easley", "Gender": "M", "Dob": "05/22/1988", "Email": "test@gmail.com", "Mobile": "", "Address": "", "City": "", "State": "", "Zipcode": "" }], "Result": "Success: Found 1 patients"

Search Using firstname

}

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientsearch&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b2 0f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&firstname=Doris

QSmartCare



Response for firstname

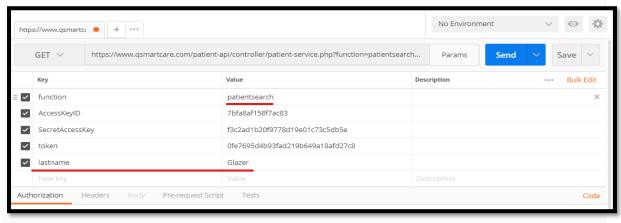
4 patients are found that match the first name

```
"PatientList": [
    "AccountNo": "9704105",
    "FirstName": "Doris",
    "MiddleName": "",
    "LastName": "Alvarez",
    "Gender": "F",
    "Dob": "02/08/1944",
    "Email": "",
    "Mobile": "",
    "Address": "2849 Lesch Glen Ways",
    "City": "Terrenceburgh",
    "State": "Indiana",
    "Zipcode": "46362"
  },
    "AccountNo": "203",
    "FirstName": "Doris",
    "MiddleName": "",
    "LastName": "Little",
    "Gender": "F",
    "Dob": "02/27/2002",
    "Email": "",
    "Mobile": "",
    "Address": "1683 Reichert Club Cove",
    "City": "South Newton",
    "State": "Washington",
    "Zipcode": "99076"
  },
    "AccountNo": "9704608",
```

```
"FirstName": "Doris",
    "MiddleName": "",
    "LastName": "Wright",
    "Gender": "F",
    "Dob": "03/19/1976",
    "Email": "",
    "Mobile": "".
    "Address": "3922 Lakin Well Mission",
    "City": "Boyerborough",
    "State": "Minnesota",
    "Zipcode": "55529"
  },
    "AccountNo": "9772002",
    "FirstName": "Doris",
    "MiddleName": "",
    "LastName": "Williams",
    "Gender": "M",
    "Dob": "05/25/1956",
    "Email": "na@na.com",
    "Mobile": "",
    "Address": "",
    "City": "",
    "State": "",
    "Zipcode": ""
  }
],
"Result": "Success: Found 4 patients"
```

Search Using lastname

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientsearch&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b2 0f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&lastname=Glazer



Response for lastname

1 patient are found that match the first name

```
"PatientList": [

{
    "AccountNo": "9704002",
    "FirstName": "Sandra",
    "MiddleName": "Jones",
    "LastName": "Glazer",
    "Gender": "F",
    "Dob": "05/01/1970",
    "Email": "sandratest@mail.com",
    "Mobile": "(555) 777-1234",
    "Address": "",
    "City": "Beaverton",
    "State": "Oregon",
    "Zipcode": "97006-"
    }
],
"Result": "Success: Found 1 patients"
```

Note: To find the correct patient. Use that patient's account no returned from these calls for remaining API.

Get Patient CCDA

Request the entire CCDA for a patient, using the following command.

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientCCDA&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b20f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&account=9999094



Response for PatientCCDA

```
<?xml version="1.0"?>
<?xml-stylesheet type='text/xsl' href='CDA.xsl'?>
< ClinicalDocument xmlns="urn:hl7-org:v3"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance" xmlns:voc="urn:hl7-org:v3/voc"
xmlns:sdtc="urn:hl7-org:sdtc">
  <realmCode code="US"/>
  <typeId root="2.16.840.1.113883.1.3" extension="POCD_HD000040"/>
  <templateId root="2.16.840.1.113883.10.20.22.1.1" extension="2015-08-01"/>
  <templateId root="2.16.840.1.113883.10.20.22.1.1"/>
  <templateId root="2.16.840.1.113883.10.20.22.1.2" extension="2015-08-01"/>
  <templateId root="2.16.840.1.113883.10.20.22.1.2"/>
  <id root="2.16.840.1.113883.19.5.99999.1" extension="TT660"/>
  <code code="34133-9" codeSystem="2.16.840.1.113883.6.1"
displayName="Summarization of Episode Note" codeSystemName="LOINC"/>
  <title>Patient Chart Summary</title>
  <effectiveTime value="20211020131511"/>
  <confidentialityCode code="N" codeSystem="2.16.840.1.113883.5.25"</pre>
displayName="normal" codeSystemName="Confidentiality"/>
  <languageCode code="en-US"/>
  <setId root="2.16.840.1.113883.19.5.99999.19" extension="sTT660"/>
  <versionNumber value="1"/>
  <recordTarget>
    <patientRole>
       <id extension="444222222" root="2.16.840.1.113883.4.1"/>
       < addr use = "H" >
         <streetAddressLine>1357, Amber Dr, Beaverton, OR-97006</streetAddressLine>
         <city>Beaverton</city>
         <state>OR</state>
         <postalCode>98746-5655</postalCode>
         <country>US</country>
       </addr>
      <telecom value="tel:+1(555)-777-1234" use="MC"/>
       <telecom value="tel:+1(555)-723-1544" use="HP"/>
       <patient>
         <name use="L">
           <given>Rebecca</given>
           <given>Jones</given>
           <family>Larson</family>
         </name>
         <name>
           <given>Rebecca</given>
           <given>Jones</given>
           <family>Larson</family>
           <given qualifier="BR">Robert</given>
         <administrativeGenderCode code="F" codeSystem="2.16.840.1.113883.5.1"
displayName="Female" codeSystemName="AdministrativeGender"/>
         <birthTime value="19700501"/>
```

```
<maritalStatusCode code="S" codeSystem="2.16.840.1.113883.5.2"</pre>
displayName="Never Married"/>
        <religiousAffiliationCode nullFlavor="NI"/>
        <raceCode code="2106-3" codeSystem="2.16.840.1.113883.6.238"
displayName="White"/>
        <sdtc:raceCode code="2108-9" codeSystem="2.16.840.1.113883.6.238"
displayName="European"/>
        <ethnicGroupCode code="2186-5" codeSystem="2.16.840.1.113883.6.238"</pre>
displayName="Not Hispanic or Latino"/>
        < language Communication >
          <languageCode code="en"/>
          <modeCode code="ESP" codeSystem="2.16.840.1.113883.5.60"</pre>
displayName="Expressed spoken" codeSystemName="LanguageAbilityMode"/>
          displayName="Good" codeSystemName="LanguageAbilityProficiency"/>
          erenceInd value="true"/>
        </languageCommunication>
      </patient>
      cproviderOrganization>
        <id root="2.16.840.1.113883.4.6" extension="219BX"/>
        <name>Demo Facility</name>
        <telecom value="tel:(234) 234-2423" use="WP"/>
        < addr use = "WP" >
          <streetAddressLine>45 Oakland avenue</streetAddressLine>
          <city>Alberthashire</city>
          <state>AK</state>
          <postalCode>12121-2121</postalCode>
          <country>US</country>
        </addr>
      </patientRole>
  </recordTarget>
  <author>
    <time value="202110201315-11"/>
    <assignedAuthor>
      <id root="2.16.840.1.113883.4.6" extension="55555555555"/>
      <code nullFlavor="NI" codeSystem="2.16.840.1.113883.6.101"
codeSystemName="Healthcare Provider Taxonomy (HIPAA)" displayName="Adult
Medicine"/>
      <addr use="HP">
        <streetAddressLine>Lake side buliding</streetAddressLine>
        <city>Florida City</city>
        <state>OR</state>
        <postalCode>980-99</postalCode>
        <country>US</country>
      </addr>
      <telecom value="nullFlavor" use="HP"/>
      <assignedPerson>
```

```
<name>
           <given>Sharon Justin</given>
         </name>
       </assignedPerson>
    </assignedAuthor>
  </author>
  <dataEnterer>
    <assignedEntity>
       <id root="2.16.840.1.113883.4.6" extension="333777777"/>
      < addr use = "WP" >
         <streetAddressLine>Lake side buliding</streetAddressLine>
         <city>Florida City</city>
         <state>OR</state>
         <postalCode>980-99</postalCode>
         <country>US</country>
       </addr>
      <telecom value="nullFlavor" use="WP"/>
       <assignedPerson>
         <name>
           <given>Sharon Justin</given>
         </name>
      </assignedPerson>
    </assignedEntity>
  </dataEnterer>
  <custodian>
    <assignedCustodian>
       <representedCustodianOrganization>
         <id root="2.16.840.1.113883.4.6" extension="321CX"/>
         <name>Demo Facility</name>
         <telecom value="tel:(234) 234-2423" use="WP"/>
         < addr use = "WP" >
           <streetAddressLine>45 Oakland avenue</streetAddressLine>
           <city>Alberthashire</city>
           <state>AK</state>
           <postalCode>12121-2121</postalCode>
           <country>US</country>
         </addr>
       </representedCustodianOrganization>
    </assignedCustodian>
  </custodian>
  < legal Authenticator >
    <time value="1634735711"/>
    <signatureCode code="S"/>
    <assignedEntity>
      <id root="2.16.840.1.113883.4.6" extension="55555555555"/>
       <code nullFlavor="NI" codeSystem="2.16.840.1.113883.6.101"
codeSystemName="Healthcare Provider Taxonomy (HIPAA)" displayName="Adult
Medicine"/>
```

```
< addr use = "WP" >
         <streetAddressLine>1004 Healthcare Drive</streetAddressLine>
         <city>Portland</city>
         <state>OR</state>
         <postalCode>99123</postalCode>
         <country>US</country>
       </addr>
       <telecom value="tel:+1(555)555-1004" use="WP"/>
       <assignedPerson>
         <name>
           <given>Patricia</given>
           <family>Primary</family>
           <suffix qualifier="AC">M.D.</suffix>
         </name>
      </assignedPerson>
    </assignedEntity>
  </legalAuthenticator>
  <documentationOf>
    <serviceEvent classCode="PCPR">
      <effectiveTime>
         <lb/><low value="19880101000000"/>
         <high value="20211020131511"/>
       </effectiveTime>
       <performer typeCode="PRF">
         <functionCode code="PCP" codeSystem="2.16.840.1.113883.5.88"</pre>
codeSystemName="ParticipationFunction" displayName="Primary Care Provider">
           <originalText>Primary Care Provider</originalText>
         </functionCode>
         <assignedEntity>
           <id root="2.16.840.1.113883.4.6" extension="55555555555"/>
           <code nullFlavor="NI" codeSystem="2.16.840.1.113883.6.101"
codeSystemName="Healthcare Provider Taxonomy (HIPAA)" displayName="Adult
Medicine"/>
           < addr >
             <streetAddressLine>1004 Healthcare Drive</streetAddressLine>
             <city>Portland</city>
             <state>OR</state>
             <postalCode>99123</postalCode>
             <country>US</country>
           </addr>
           <telecom value="tel:+1(555)555-1004" use="WP"/>
           <assignedPerson>
             <name>
                <given>Patricia</given>
                <family>Primary</family>
                <suffix qualifier="AC">M.D.</suffix>
             </name>
           </assignedPerson>
```

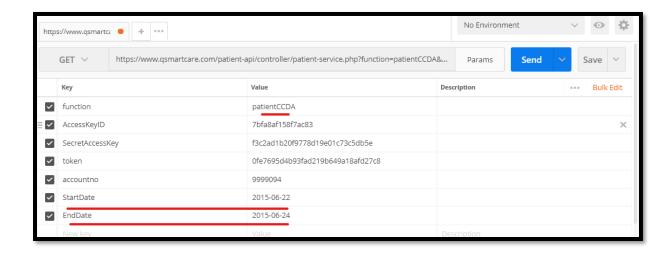
```
<representedOrganization>
             <id root="1.2.16.840.1.113883.4.6" extension="219BX"/>
             <name>The DoctorsTogether Physician Group</name>
             <telecom value="tel:+1(555)555-5000" use="WP"/>
             < addr >
               <streetAddressLine>1004 Healthcare Drive</streetAddressLine>
               <city>Portland</city>
               <state>OR</state>
               <postalCode>99123</postalCode>
               <country>US</country>
             </addr>
           </representedOrganization>
         </assignedEntity>
      </performer>
    </serviceEvent>
  </documentationOf>
  <component>
    <structuredBody>
  <!-- Standard CCDA elements here -->
</ClinicalDocument>
```

Get patient CCDA for a limited time range.

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientCCDA&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b 20f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&accountno=9999094&Start Date=2015-06-22&EndDate=2015-06-24

Note: Start and end date are formatted as YYYY-MM-DD.

Response will be the same CCDA as above, except the encounters will be restricted to date of service between 22 June 2015 to 24 June 2015.



Get Clinical Sections

https://mu.qsmartcare.com/patient-api/controller/patient-service.php?function=patientData&AccessKeyID=80b790b6ce24e591&SecretAccessKey=cdb461b1d9d78c3b3e62f6397c0704&token=88b63423152f144f7a71abe9eac1473d&accountno=9120001§ionName=<sectionName for API>

In the command above, "sectionName for API" can be one of the following.

sectionName value provided to API	Clinical Section returned by API
all	All
demographics	Patient Demographics
careteam	Care Team
allergies	Allergies and Intolerances
assessments	Assessment
goals	Goals
healthconcerns	Health Concerns
immunizations	Immunizations
labtest	Lab Test
medications	Medications
problem	Problem
procedures	Procedures
results	Results
socialhistory	Social History
vitalsigns	Vital Signs
implantabledevice	Implantable Device
reasonforreferral	Reason for Referral
encounters	Encounters
functionalstatus	Functional Status
cognitivestatus	Cognitive Status
planoftreatment	Plan of treatment

Example: If sectionName=allergies, following CCDA will be returned.

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientData&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b20f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&accountno=9999094§ionName=allergies



Response as follows

```
<!—CCDA Header -- >
    ****** ALLERGIES
*************
 <component>
   <section>
    <templateId root="2.16.840.1.113883.10.20.22.2.6.1" extension="2015-08-01"/>
    <templateId root="2.16.840.1.113883.10.20.22.2.6.1"/>
    <code code="48765-2" codeSystem="2.16.840.1.113883.6.1"
codeSystemName="LOINC"/>
    <title>ALLERGIES AND ADVERSE REACTIONS</title>
      <thead>
         <tr>
           Substance
           Reaction
           Severity
           Start Date
           End Date
           Status
         </thead>
        <tr>
```

< !—CCDA footer -- >

Get Clinical sections for a specific time period.

In order to get records for a specific time period, enter the following parameters as shown in the below screenshot.

https://www.qsmartcare.com/patient-api/controller/patient-service.php?function=patientData&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b20f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&accountno=9999094§ionName=allergies&StartDate=2015-06-22&EndDate=2015-06-24

Note: Start and end date are formatted as YYYY-MM-DD



Response will be the same section name, clinical data will be restricted to date of service between 22 June 2015 to 24 June 2015.

Public Hyperlink

Copy the Url and paste in new browser and press Ctrl + U

https://www.qsmartcare.com/patient-api/controller/patient-

<u>service.php?function=patientData&AccessKeyID=7bfa8af158f7ac83&SecretAccessKey=f3c2ad1b20</u> <u>f9778d19e01c73c5db5e&token=0fe7695d4b93fad219b649a18afd27c8&accountno=9999094§ion</u> Name=allergies&StartDate=2015-06-22&EndDate=2015-06-24

Error Codes

a) Unauthorized access:

When user is not authorized to view requested data, following error will be generated. {"Result":"Error: Not authorized"}

b) Unauthenticated access:

If the user credentials are invalid or token has expired, following error will be generated.

{"Result":"Error: User not authenticated"}

Example: Enter wrong SecretAccessKey

c) Patient not found:

If the patient record does not exist for the patient being requested, following error will be generated.

{"Result":"Error: Patient not found"}

d) CCDA Section not found:

If the user calls service patientData with invalid section name, following error will be generated.

{"Result":"Error: CCDA section not found"}

e) No Data Available:

If the user calls service patientData with invalid StartDate and EndDate, following error will be generated.

{"Result":"Error: No data available"}

Terms of Use

The Quality Surgical Management ("QSmartCare") public web site, including but not limited to www.QSMARTCARE.org, (the "Public Site") and QSmartCare secure web sites, including but not limited to our Customer Secure Site and Business Alliance Program Secure Site (the "Secure Sites") (the Public Site and the Secure Sites collectively hereinafter referred to as the "Site") are owned and operated by QSmartCare. These Terms of Use ("TOU") may be changed from time to time and without further notice. Your continued use of the Site after any such changes constitutes your acceptance of the new terms. If you do not agree to abide by these or any future terms, please do not use the Site or download materials from it. QSmartCare may terminate, change, suspend, or discontinue any aspect of the Site, including the availability of any features, at any time. QSmartCare may remove, modify, or otherwise change any content, including that of third parties, on or from this Site. QSmartCare may impose limits on certain features and services or restrict your access to parts or the entire Site without notice or liability. QSmartCare may terminate your use of the Site at any time in its sole discretion. These terms apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with QSmartCare.

1. Proprietary Rights. Copyrights. All content on the Site, including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement are either Copyright by QSmartCare, or are the property of QSmartCare affiliates or licensors. All rights reserved.
Trademarks. All trademarks on the Site are either trademarks or registered trademarks of QSmartCare or its affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of QSMARTCARE. All page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of QSMARTCARE or its affiliates, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of QSMARTCARE. Other trademarks, registered trademarks, product names, and company names or logos displayed on the Site are the property of their respective owners.

Patents. QSmartCare products and processes are covered by one or more patents and are subject to other trade secret and proprietary rights. QSmartCare reserves all such rights. No transfer or grant of rights under any patents is made or is to be implied by any provision of these TOU. You agree not to infringe upon such rights or decompile, reverse engineer, or disassemble any of QSmartCare products or processes. Software. Any software, including any files, images generated by the software, code, and data accompanying the software (collectively, the "Software"), used or accessible

through this Site may be used by you solely for accessing and using this Site for purposes expressly stated on the Site, provided that such uses are not competitive with or derogatory to QSmartCare. QSmartCare retains full and complete title to and all intellectual property rights in the Software. You agree not to copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

- 2. User conduct General (In using this site you agree)
 - a) not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers, or networks connected to or accessible through the Site or affiliated or linked Web sites
 - b) not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites
 - c) not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive, or destructive files
 - d) not to use or attempt to use another's account, service, or system without authorization from Greenway, or create or use a false identity on this Site
 - e) not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings.
 - f) not to divulge your username and password to others either on or off the Site
 - g) not to attempt to obtain unauthorized access to the Secure Sites; and
 - h) not use this Site to seek, provide, or obtain specific medical advice, medical opinion, diagnosis, or treatment as applied to a patient's particular condition or situation.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national, and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on this Site. This Site is controlled and operated in the United States. If you are in a jurisdiction that restricts you from accessing this Site, do not access or use this Site. QSmartCare makes no representation that the Site is appropriate or available for use outside the United States.

3. Privacy Policy

You acknowledge and agree that QSmartCare may use the data collected in the course of our relationship for the purposes identified in our Privacy Policy, which is incorporated by reference as if fully set forth in these TOU.

4. Customer Secure Site

Only QSmartCare Customers are allowed access to the QSmartCare Customer Secure Site. The terms of this Section 4 apply to Customers accessing the Customer Secure Site. Access to the Customer Secure Site is subject to these TOU and the terms of your software and/or services agreement (your "Agreement"). You agree that the Customer Secure Site contains Confidential Information as defined in your Agreement and that you will treat such Confidential Information in accordance with the terms of your Agreement. By posting messages or uploading files or templates through the Customer Secure Site, you are granting QSmartCare a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to:

1. use, copy, sublicense, adapt, and transmit; and

2. sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted. This includes the right to exploit any proprietary rights in such templates, files, or messages, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Files or templates you download from the Customer Secure Site are not warranted by QSmartCare and are not guaranteed to be accurate or up to date.

5. Links and Third-Party Content

This Site may from time to time contain links to other Web sites. These links are provided as a convenience and do not constitute an endorsement, sponsorship, or recommendation by QSmartCare of -- or responsibility for -- the linked Web sites or any content, services, or products available on or through such sites. Links from Other Web Sites. All links to this Site must be approved in writing by QSmartCare, except that QSmartCare consents to links in which:

- a. the link is a text-only link containing only the title of the home page of this Site
- b. the link "points" only to the home page of the Site and not to deeper pages
- c. the link, when activated by a user, displays this home page of the Site full-screen and not within a "frame" on the linked Web site, and
- d. the appearance, position, and other aspects of the link does not
 - 1. create the false appearance that an entity or its activities or products are associated with or sponsored by QSmartCare or its affiliates, or
 - 2. be such as to damage or dilute the goodwill associated with the name and trademarks of QSmartCare or its affiliates. QSmartCare reserves the right to revoke this consent to link at any time in its sole discretion.

Third-Party Content. This Site may from time to time contain material, data, or information provided, posted, or offered by third parties, including but not limited to advertisements or postings in online community discussions. You agree that neither QSmartCare nor its affiliates shall have any liability whatsoever to you for any such third-party material, data, or information.

6. Disclaimers

This site and the content available through it are provided on an "as is" and "as available" basis. You expressly agree that use of this site and/or its content is at your

sole risk. To the fullest extent permissible pursuant to applicable law, QSmartCare and its affiliates disclaim all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. You expressly agree that use of this site, including all content, data, or software distributed by, downloaded, or accessed from or through the site, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business, your computer system, or loss of data that results from the download of such content, data, and/or software. You acknowledge that QSmartCare does not control information, products, or services offered by third parties through the site. Except as otherwise agreed in writing, QSmartCare and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of any advice, opinion, statement, or other content or of any products or services distributed or made available by third parties through the site. QSmartCare does not make any warranty that this site or its content will meet your requirements, or that this site or its content will be uninterrupted, timely, secure, or error free, or that defects, if any, will be corrected. Nor does

QSmartCare make any warranty as to the results that may be obtained from use of this site or its content or as to the accuracy, completeness, or reliability of any information obtained through use of this site. QSmartCare assumes no responsibility for any damages suffered by a user, including, but not limited to, loss of data from delays, non-deliveries of content or email, errors, system down time, mis deliveries of content or email, network or system outages, file corruption, or service interruptions caused by the negligence of QSmartCare, its affiliates, its licensors, or a user's own errors and/or omissions. Except as specifically provided herein, QSmartCare disclaims any warranty or representation that confidentiality of information transmitted through the site will be maintained. No advice or information, whether oral or written, obtained by you from QSmartCare or through the site shall create any warranty not expressly stated in writing.

7. Limitation of Liability

Under no circumstances, including, without limitation, negligence, shall QSmartCare or its parents, subsidiaries, affiliates, officers, directors, employees, agents, or suppliers be liable for any direct, indirect, incidental, special, or consequential damages arising from or in connection with the use of or the inability to use this site or any content contained on the site, or resulting from unauthorized access to or alteration of your transmissions or data, or other information that is sent or received or not sent or received, including but not limited to, damages for loss of profits, use, data or other intangibles, even if QSmartCare has been advised of the possibility of such damages. The parties acknowledge that this is a reasonable allocation of risk

8. General

Applicable Law. These TOU shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States of America, without giving effect to its conflict of law's provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Florida.

9. Other

These TOU constitute the entire agreement between you and QSmartCare governing your use of the Site. Should any provision in these TOU be found invalid or unenforceable for any reason, then that provision shall be deemed severable from the terms and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to the terms, or your use of the Site must be filed within one year after it arose or be permanently barred.

Privacy Policy

We at Magilen Enterprises Inc. are committed to maintaining the privacy and security of our customers' personal information on www.qsmartcare.com Through this privacy statement, QSmartCare wants to assure you of our commitment to privacy and security. QSmartCare operates by the following principles: We will not ask for information that personally identifies you ("Personal Information") while you are simply browsing our Public Site, www.qsmartcare.com. If this should change, we will explain what the information for which we are asking is to be used. If you request to download a software demo from our Public Site, we might ask for personal information. This information will only be used for tracking purposes or to contact you personally. This information will never be shared outside of QSmartCare.

If you are visiting a QSmartCare Secure Site, to which access is limited to our Business Alliance Partners, we may collect the personal information that you specifically and knowingly provide while on the QSmartCare Secure Site. The use of such information will be governed by the specific written contract between you and QSmartCare through which you were granted access to such QSMARTCARE Secure Site.

In addition, on a QSmartCare Secure Site such as our support site, we may place a text file called a "cookie" in the browser files of your computer. The cookie itself does not contain personal information although it will enable QSmartCare to relate your use of the QSmartCare Secure Site to information that you have specifically and knowingly provided to the QSmartCare Secure Site.

If you have any questions about this privacy statement, our information handling practices, or any other aspects of your privacy, please send an email to support@qsmartcare.com. Our mailing address is: support@qsmartcare.com. QSmartCare may periodically update this policy to describe how new Web features may affect our use of your information and to let you know of new controls and features that we may provide you. QSmartCare will NOT apply changes to this policy retroactively to information QSmartCare has previously collected.