

Term, Termination and Return of Data FAQ

The following FAQ outlines Beats Health's policies for term, termination and return of data regarding Beats Health services as referenced in the Beats Health Terms of Service Agreements, Section 8.

This FAQ will be updated on a regular basis to ensure regulatory compliance, allow adjustments for various changes in workflow, updated product features and operational efficiency related to all Products and Services offered by Beats Health.

1. **Q: If I terminate my contract with Beats Health, will I have an opportunity to download my data?**

A: Beats Health recommends that the Customer initiate or perform their data export prior to the actual termination date. The Customer data will only be provided in Microsoft Excel (.XLS) or Comma Separated Values (.CSV) file format and only includes patient records (including patient demographics and insurance coverage information) and other records (including referrals and authorizations).

2. **Q: What happens to my data after the actual termination date?**

A: Beats Health will continue to retain the Customer's data for an additional minimum 60 days (Data Retention Period) as a safeguard in the event that the client requires additional data.

3. **Q: If I discover that I need additional information during the Data Retention Period, how can I obtain the additional data?**

A: Please contact the Beats Health Accounting Department at info@beatshealth.com for assistance.

4. **Q: During the Data Retention Period, will Beats Health continue to maintain privacy, security and integrity of my data as defined by HIPAA?**

A: As noted on the Beats Health Business Associate Agreement (BAA), Beats Health will continue to extend the protections of the BAA agreement during the Data Retention Period.

5. **Q: What data can I download from the system?**

A: Beats Health recommends contacting Support for assistance in identifying data to export from Beats Health – prior to the actual termination date. If Customer contacts Support for assistance after the support coverage has terminated, Beats Health may charge the Customer

additional charges for each hour based on the nature of request with a minimum of \$250 for each type of request made.

6. **Q: Will Beats Health maintain a copy of my data to comply with local, state, federal and/or HIPAA Medical Records retention mandate (6-10 years depending on the state)?**

A: After the Data Retention Period is completed, Beats Health will properly dispose of customer data containing PHI as noted on Beats Health's BAA. Customer will solely be responsible for complying with all state and HIPAA records retention requirements.

7. **Q: What does Beats Health consider an "Abandoned Account"?**

A: An abandoned account means a Customer has discontinued service (but has failed to formally terminate its account with the service) by a combination of non-payment of the current or previous month fees and 30 consecutive days of no Customer logins to the service. At the 31st day, the account is deemed "Abandoned" and the account is terminated. In addition, an account will also be deemed "Abandoned" and terminated if the user fails to confirm their account via e-mail within 30 days of sign-up.

8. **Q: What happens to my data if my account is deemed "Abandoned" and terminated?**

A: After the account is deemed terminated, the data is held for an additional minimum 60 days (Data Retention Period). Beats Health will then properly dispose of customer data containing PHI as noted on Beats Health's BAA. Customer will solely be responsible for complying with all state and HIPAA records retention requirements.

9. **Q: Can I get a refund or credit if I cancel the Services?**

A: No. As stated in the [Pricing Policy](#), Beats Health does not refund or credit subscription fees for partial months or for any portion of a prepaid plan upon a deactivation of a Provider or account cancellation.

Last Updated: This policy was last updated on August 5, 2021