



**DOCAIDE INCORPORATED**  
**TERMS OF SERVICE**

DocAide Terms of Service

Effective Date: August 20, 2025

Last Updated: August 20, 2025

BY ACCESSING OR USING THE SERVICES, OR BY OTHERWISE COMMUNICATING OR INDICATING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE, YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF YOURSELF, ON BEHALF OF THE PRACTICE OR BUSINESS ENTITY DESIGNATED IN THE SIGN UP OR FORM (“**REGISTRATION FORM**”) AND IF A PRACTICE IS DESIGNATED ON THE REGISTRATION FORM, ON BEHALF OF THE PROVIDERS OF THAT PRACTICE.

If you are an individual using the Services on behalf of, or for the benefit of, any person or entity with which you are associated and identified in the Account (an “**Entity**”), then you are agreeing to this Agreement on behalf of yourself and such Entity, and you represent and warrant that you have the legal authority to bind such Entity to this Agreement. References to “**you**” and “**your**” in this Agreement refer to both an Entity and to the individual accessing or using the Services on behalf of the Entity (including the Account Owner). IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR DO NOT HAVE THE AUTHORITY TO AGREE ON BEHALF OF AN ENTITY, DO NOT ACCESS OR USE THE SERVICES (DEFINED BELOW).

These Terms of Service (referred to herein as “**Agreement**” or “**Terms of Service**”) are a binding contract between you and DocAide, Incorporated (referred to herein as “**DocAide**” or “**U\us**”, “**our**”, or “**we**”). This Agreement shall govern your and the other Users use of the Services, and your and the other Users’ rights and obligations with respect to User Data placed in the Services, as well as your creation of an account through which you and the other Users will access the Services (hereinafter, an “**Account**”). By accessing, using, subscribing, purchasing, or downloading the Services, you agree to, and ensure that all other Users will, follow and be bound by the following terms and conditions and any other terms and conditions contained in any other agreements you enter into with us relating to specific Services. If you do not agree with this Agreement, neither you nor the Users may use the Services.

**NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:**

**THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE (UNLESS YOU OPT OUT) AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH US.**

## 1. Definitions

- “**Account Owner**” means the individual opening an Account on behalf of themselves or the Entity, that has control over the Account settings, preferences and access.
- “**Content**” means any data, content or materials provided through the Services and includes without limitation, Third Party Materials.
- “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time.
- “**Intellectual Property Rights**” means copyrights, trademarks, service marks, trade dress, patent rights, and other intellectual property rights or proprietary rights.
- “**Personal Information**” is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual or household, such as a name, email address, IP address, telephone number, and broader categories of information such as professional, educational or health information, commercial information and internet activity.
- “**Protected Health Information**” or “**PHI**” means protected health information as defined by HIPAA.
- “**Services**” means DocAide’s technology and software platforms, Websites and any mobile applications, software, and servers.
- “**Territory**” means the following, which may be modified by DocAide or its licensors from time to time: United States of America.
- “**Users**” includes the Entity, you and your employees, agents, and service providers who have been added to the Account and assigned a role by you to perform services on your behalf.
- “**User Data**” means any data or images, without limitation, that User(s) upload, stream or submit to or through the Services.
- “**Website**” means the websites and services available from the domain and sub-domains of <https://www.docaide.ai/> other websites provided to you by DocAide.

## 2. Verification

By accepting this Agreement in connection with an Account, the person acknowledging agreement or assenting to this Agreement represents that they are at least 18 years of age, or the legal age of majority where in the place of residence if that jurisdiction has an older age of majority. You further agree that as a condition to accessing the Services, you will submit to Account and Account Owner



verification as required by DocAide and provide only true and accurate identification documentation and location information to DocAide, or its third party service providers as requested by DocAide. You are responsible for the security of any Account verification information. You agree that any Users who are under 13 years old require their parent or legal guardian's consent to collect their User Data, which consent you are responsible for obtaining, prior to the use by such User of the Services.

### 3. Account Creation

You must ensure that you provide accurate, current, and complete information about you and Users as prompted by the Registration Form and as required to be added in the "Settings" or other page on the Website, and use the Account management tools provided to keep your this information accurate, current and complete.

### 4. Access

User acknowledges that the Services provided by DocAide are United States-based. We make no warranty or representation that any aspect of the Services is appropriate for use outside of the United States or may be used for persons who are not then located inside the United States. Software services are subject to applicable export laws and restrictions. DocAide bears no liability or responsibility in connection with Customers who access the Services from any country outside of the United States.

### 5. Use of Account

You are responsible for all obligations and activities conducted through your Account, including obligations and activities of other Users and other Users to whom you grant access to your Account. you agree and agree to cause the other Users to agree, to be jointly and severally responsible for compliance with this Agreement. You are responsible for all information and User Data that you and other Users input into the Services. In the event that fraud, violation of law, regulation or rule, or violation of this Agreement occurs, regardless of the perpetrator, that is in any way connected with your Account, we may suspend or terminate your use of the Services and your Account as described herein, and, if applicable, you shall be responsible for any damages suffered by DocAide as a result thereof.

### 6. Password

At the time your Account is created by the Account Owner, you must create or select a password. You are responsible for maintaining the confidentiality of your password, and any damages, claims, losses or other harm resulting from disclosure of your password.

You and each person using your Account must have separate email addresses and passwords. Users may not share login, authentication, or passwords, and any sharing may result in a suspension or termination of access for the User(s) and Account Owner.



## 7. Fees

7.1 DocAide provides the Services for a fee and other charges which Account Owner has agreed to set forth on the Website at [§](#) or other location on the Website. You agree to pay all sales or use taxes associated with the Services to DocAide in addition to the fees for the Services.

7.2 We may, at any time, add new services for additional fees and charges, or modify fees for existing services. You will not be entitled to any refund on termination or expiration of the Agreement. All payments once made to DocAide have been earned by DocAide as of the date of payment. You will not be entitled to any refund or credits for the partial use of the Services at any time.

## 8. Service Changes

DocAide reserves the right, upon providing notice to you, to add, modify, or terminate any aspect of the Services from time to time for any reason including without limitation for purposes of compliance with applicable laws and regulations, to effect improvements in security, or for any other purposes, at DocAide's sole discretion.

## 9. User Data

### 9.1 User Data Ownership.

User Data that a User uploads or submits to, or which is created by, the Services, you affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize DocAide to use, retain, copy, and process the User Data in connection with the Services, and that the User Data provided by Users is complete and accurate, and are not fraudulent, tortious or in violation of any applicable law or the rights of a third party.

### 9.2 License to User Data.

9.2.1 By uploading or submitting any User Data to or through the Services, and permitting other Users to upload any User Data into the Services, you hereby automatically at such time grant DocAide (and its affiliates) a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, perform and display such User Data, that has been de-identified and anonymized, for the purposes of providing you the Services and further developing, improving, and marketing DocAide's products and services. The foregoing rights and licenses will be exercised in accordance with the DocAide Privacy Policy.

### 9.2.2 Waiver of Moral Rights.



You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding User Data that you may have under any applicable law under any legal theory.

### 9.3 Your Responsibilities to User Data.

9.3.1 You acknowledge that you are responsible for all User Data you and other Users input into the Services.

9.3.2 You hereby acknowledge that the practice of unlocking any previously locked progress notes may be a violation by you and your other Users of applicable professional standards and/or applicable law.

9.3.3 You understand and agree that you are bound by various laws and regulations, including but not limited to HIPAA, which require that you preserve the availability, accuracy, integrity, and confidentiality of PHI and personally identifiable information.

9.3.4 You also acknowledge and agree that any activity within the Services may be logged automatically, including the unlocking and locking of the progress notes, and that such activity may be audited by regulators or others.

### 9.5 Additional User Data Restrictions.

You shall not, and shall ensure that other Users do not, post, upload, store or share User Data that:

1. is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
2. would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, create liability or violate any local, state, federal, or international law;
3. might infringe, misappropriate, or otherwise violate any patent, trademark, trade secret, copyright or other Intellectual Property Right or other proprietary right of any party, or is otherwise protected by Intellectual Property Rights, other proprietary rights (including trade secret or privacy rights), unless you or your Users have permission from the rightful owner to upload or submit the User Data and to grant DocAide all of the licenses granted herein; or
4. contains any private or Personal Information of a third party, without such third party’s consent.

9.6 Additional Rights to User Data. Although DocAide has no obligation to screen, edit or monitor User Data, we may delete, remove or suspend the use of User Data at any time and for any reason. By accessing or using the Services, you consent to the processing, transfer and storage of



information about you and Users in and to the United States and other countries, where Users may not have the same rights and protections as provided under the laws of their home jurisdictions.

#### 9.7 Transfer of User Data and Account Ownership.

1. You agree that you are responsible for the provision of access to User Data and the sharing of User Data amongst those who are Users or those who are retained by you, patients and any family members thereof, in accordance with applicable law.
2. In the event that any User (who is a natural person) who has access to the Services under the Account dies, becomes incapacitated or otherwise is unable to provide services to any User, then you will be solely responsible for arranging for the transfer of User Data, or modification of access, in compliance with applicable law and this Agreement. This includes, but may not be limited to, providing identity verification or execution of necessary authorizations that may be required by DocAide or by applicable regulations, laws, boards or agencies.
3. You agree that User Data that is PHI may only be accessed by or transferred to an appropriate party, pursuant to HIPAA rules and applicable state regulations.

#### 10. Data Privacy

Additional information about DocAide's privacy practices is in DocAide's Privacy Policy <https://www.docaide.ai/privacy-policy/>.

In providing you the Services, DocAide will not sell any Personal Information contained in User Data. DocAide will not retain, use or disclose the Personal Information you provide to us about your Clients except for the specific purposes permitted under this Agreement.

We will make no use of PHI that is not permitted by this Agreement, the BAA (as defined below) or that is prohibited by applicable law, including but not limited to HIPAA.

It is your responsibility to comply with all applicable privacy and data protection laws.

In the event that we receive a subpoena, court order, or other legal request compelling the disclosure of any of your Clients' User Data (including PHI) or any of your data or information or any User Data, we will notify you, unless ordered to the contrary by a court of competent jurisdiction or law enforcement, or advised by our legal counsel that prior notification is not required, or if prior notification would be a violation of applicable law.

In the event of termination of this Agreement, for any reason, you will need to export User Data stored in within the Services prior to the termination of the Account. It is your sole responsibility to manage, maintain, store, or export file or files containing the User Data, including PHI, for you and your patients, pursuant to federal and state law.



For purposes of complying with the requirements of HIPAA to the extent applicable, you and DocAide agree to be bound by each of the terms and provisions of the DocAide Incorporated HIPAA Business Associate Agreement (BAA), which is incorporated in full by this reference. If any provision of this Agreement conflict with the provisions of the Business Associate Agreement with respect to the treatment of Protected Health Information, the terms of the Business Associate Agreement shall control.

## 11. Third Party Materials

The Services may incorporate, contain links to, or otherwise allow connections to, third party websites, servers, and online products, services or environments, including other materials that are not owned or controlled by DocAide (“**Third Party Materials**”). You agree that DocAide is not responsible or liable for Third Party Materials, including the accuracy, completeness, reliability, quality, legality, or safety of Third Party Materials, or any Intellectual Property Rights in connection with Third Party Materials. Your use of Third Party Materials is at your own risk and is subject to any additional terms and conditions of use for such Third Party Services.

## 12. DocAide’s Intellectual Property Rights and Limited License Granted to you

12.1 Intellectual Property Rights in Services. You acknowledge and agree that except for the express licenses granted herein, DocAide and its licensors retain all of their respective Intellectual Property Rights in and to the Services, including in and to our trademarks, service marks, trade names, logos, domain names, taglines, and trade dress. You understand that aforementioned Intellectual Property Rights are apart from any rights you may have in User Data you upload or submit to the Services, as discussed above.

12.2 Limited License to Services. DocAide hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to access and use the Services in the Territory, in each case expressly conditioned upon you and your Account remaining active, in good standing, and in full compliance with this Agreement.

12.3 License Restrictions. You shall not and shall ensure that other Users shall not:

1. Allow any person or entity not authorized by DocAide to use or access the Services;
2. Attempt to copy any ideas, features, functions or graphics contained in the Services;
3. Use the Services in the operation of a service bureau, an application service provider or for any other purpose intended to benefit a party other than you;
4. Create derivative works of any part of the Services;
5. Alter or modify all or any part of the Services;
6. Sell, assign, sublicense, rent, lease or otherwise transfer all or any part of the Services or any rights in connection therewith;

7. Attempt to translate, disassemble, decompile, reverse assemble, reverse engineer all or any part of the Services or otherwise attempt to derive or extract the source code of the Services;
8. Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation;
9. Engage in malicious, disruptive, or other conduct that impedes or interferes with other Users' normal use of the Services;
10. Attempt to gain unauthorized access to any other User's account with DocAide, password, or User Data; or
11. Launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses, Trojan horses, or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the Services. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Services' root directory, DocAide grants to the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. DocAide reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

12.4 Feedback and other Input. You or other Users may provide suggestions, ideas and/or feedback (collectively, "**Feedback**") to DocAide in connection with the Services or other DocAide products or services, including products in research or development. DocAide will exclusively own and have title to all Feedback provided by you and other Users, and you hereby irrevocably and perpetually assign (and agree to irrevocably and perpetually assign) all right, title, and interest, including Intellectual Property Rights in the Feedback. The foregoing assignment is made without any duty to account to you or to any other persons or entities.

## 13. Content

13.1 License to Content. With respect to any Content that you elect to collect by or through use of the Services, provided that any fees due in connection with such Content are fully paid to DocAide, DocAide hereby grants you a limited, non-exclusive, non-transferable license to permit you and your other Users to use Content made accessible to you, solely for use as part of the Services. Such Content may include sample clinical and practice documentation and templates. The prices for access to such Content, if any, are subject to change on notice. All Content accessed or used by you and other Users must be accurately reproduced and cannot be modified, in any way, and all additional proprietary notices and disclaimers that are included in any Content must be reproduced.



### 13.2 License Restrictions.

Except as expressly provided herein, the foregoing license in Section 13.1 (License to Content) specifically excludes (a) distribution, transfer, sale, lease, license, or the making available of Content or any portion thereof or the data therein or derived therefrom separate and apart from the Services; (b) use or distribution of Content outside the Territory; (c) broadcasting, displaying, or making available Content in any unsecured environment or public computer-based information system, including the Internet; and (d) creating derivative works, including translations of Content. you do not acquire any title or proprietary interest in the Content under this Agreement. Use of other copyrighted works not licensed under this Agreement, including other copyrighted works owned by third parties, are subject to separate terms and conditions, and you are responsible for securing the necessary rights for use of other works.

### 14. Interruption of Service

You are responsible for obtaining, maintaining, and paying for all hardware, software and all telecommunications and other services needed to use the Services.

DocAide may on occasion need to interrupt or suspend the Services, with or without prior notice, to protect the integrity or functionality of the Services or for maintenance purposes. You agree that DocAide is not liable for any interruption or suspension of the Services, for any reason whatsoever, and you understand that neither you nor any other Users will be entitled to any refunds of fees or other compensation for interruption or suspension of service. Furthermore, you agree that in the event of loss of any User Data, DocAide will not be liable for any damages or losses resulting from such loss of User Data.

### 15. Releases

Except to the extent caused by DocAide's gross negligence or willful misconduct, you agree not to hold DocAide liable for any User Data, the actions or inactions of you or any other Users of the Services or of other third parties. As a condition of access to the Services, and except to the extent arising out of DocAide's gross negligence or willful misconduct, you release DocAide (and its officers, directors, shareholders, agents, parents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages, both actual and consequential, of every kind and nature, known and unknown, arising out of or in any way connected with any Dispute you have or claim to have with one or more other Users of the Services or with other third parties, including whether or not DocAide becomes involved in any resolution or attempted resolution of the Dispute.

If you are a California resident, you waive California Civil Code Section 1542 (as may be amended). The statute currently provides: "A general release does not extend to claims that the creditor or the releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her



settlement with the debtor or release party.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

#### 14. Disclaimer of Express and Implied Warranties

DOCAIDE PROVIDES THE SERVICES, THIRD PARTY MATERIALS (INCLUDING CONTENT), AND YOUR ACCOUNT, STRICTLY ON AN “AS IS” BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO THE SERVICES, ANY THIRD PARTY MATERIALS (INCLUDING CONTENT), OR YOUR ACCOUNT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN USER DATA OR ANY EXPENDITURE ON YOUR PART, DOCAIDE AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON DOCAIDE’S SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICES ON THIS BASIS.

DocAide does not ensure continuous, error-free, secure or virus-free operation of the Services, Third Party Materials (including Content), or your Account, and you understand that you shall not be entitled to refunds or other compensation based on DocAide’s failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you.

DocAide does not guarantee that by mere use of the Services you will be in compliance with HIPAA or other applicable law, and you understand and agree that you are responsible for maintaining administrative, technical and physical safeguards necessary to ensure the confidentiality, availability, and integrity with respect to your PHI and to otherwise comply with HIPAA and other applicable law.

#### 15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL DOCAIDE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, EQUITY OWNERS, MANAGERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA (INCLUDING USER DATA) OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING ITS



MODIFICATION OR TERMINATION), THIRD PARTY MATERIALS, INCLUDING THIRD PARTY CONTENT, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION), OR THIS AGREEMENT, WHETHER OR NOT DOCAIDE HAS BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL DOCAIDE'S CUMULATIVE LIABILITY TO YOU EXCEED ONE HUNDRED FIFTY DOLLARS (U.S. \$150.00). Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation will not apply to you.

#### 18. Indemnification

At DocAide's request, you agree to defend, indemnify and/or hold harmless DocAide, its officers, directors, shareholders, parents, employees, subsidiaries, and agents from all damages, liabilities, claims, losses, and expenses, including without limitation attorneys' fees and costs, arising from: (i) breach or alleged breach of this Agreement by you or other Users, including without limitation your representations and warranties relating to User Data; (ii) allegations by any third party that User Data, including the use thereof, is (A) false, intentionally misleading, defamatory, or infringing or violates a third party's Intellectual Property Rights, privacy rights, right of publicity, or other proprietary rights; (B) contains material that is unlawful, including illegal hate speech or pornography; (C) exploits or otherwise harms minors; or (D) violates the violation of any law or regulation; (iii) other claims, losses and causes of action asserted by any Users or your patients; (iii) use of, or activities in connection with, the Services and Third Party Materials (including Content); or (iv) your or other Users' negligent, willful or illegal conduct. In any matter subject to the provisions of this Article 18, without the express written consent of DocAide, you will not settle any such matter or admit liability if, upon doing so, you are admitting liability or fault on the part of DocAide.

DocAide reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim and provide us with reasonable assistance and candor regarding the matter.

#### 19. Independent Contractor; No Third Party Beneficiaries

With respect to you, we are an independent contractor only. Nothing in these Terms shall be deemed or is intended to deem the relationship between you and the Company as anything more than an independent contracting provision of the Services. The Company and Users do not have an employer-employee, partner, joint venturer, joint associates for profit, or agency relationship. Users are not our employees, independent contractors, partners, joint ventures, or any agent of the Company of any sort whatsoever. Except as expressly set forth herein, there are no third party beneficiaries, intended or implied, under this Agreement.

#### 20. Suspension and Termination



The Account Owner may terminate this Agreement by closing the Account at any time for any reason. Subject to DocAide's obligations pursuant to Section 10 (Data Privacy), in such event, DocAide shall have no further obligation or liability to you under this Agreement or otherwise. you may not suspend or freeze your Account. DocAide may, at its sole discretion, provide you with a grace period prior to termination, in the event of a breach or your failure to pay fees and charges, without waiving its rights hereunder to terminate immediately upon such events. We may terminate or suspend without notice this Agreement, or terminate this Agreement with notice provided in accordance with Section 25 (Notices), or the terminate the access of any Users to the Services, if we determine in our discretion that such action is desirable for any reason, or advisable to comply with applicable legal requirements, or to protect the rights of DocAide or any third party. Under no circumstances will you be entitled to compensation or a refund for any interruption, suspension or termination, and you acknowledge DocAide will have no liability to you or any other Users in connection with any interruption, suspension or termination.

## 21. Termination of Account or Agreement

### 21.1 Termination of Licenses.

(a) Upon termination or expiration of this Agreement, all licenses granted by DocAide to use the Services will automatically terminate, and, all User Data in your Account will be accessible to you no more than seventy-five (75) days after termination or expiration of this Agreement. The Account Owner is responsible for exporting all Account data and ensuring the secure preservation of PHI for your Clients pursuant to federal and state law, and ethical requirements. During the time frame beginning on termination or expiration of this Agreement, your access to the Services will be limited to downloading your User Data.

(b) Notwithstanding the foregoing, for Accounts that are under a Trial Period, all access to the Services, your Account, all Account Content, and all User Data automatically terminates upon the expiration of the Trial Period. You are responsible for backing up or export any Account Content or User Data prior to the expiration of the Trial Period. Registering for a Term a non-trial tier level prior to expiration of the Trial Period will provide for your continued access to the Services, your Account, the Account Content, and all User Data.

21.2 Liability for Unpaid Fees. Upon termination or expiration of this Agreement (which will automatically result in termination of your Account), you will not receive any refund of any amounts previously paid and you will remain liable for any charges incurred or unpaid amounts owed by you to DocAide.

21.3 Survival of Terms. The following terms will survive any termination or expiration of this Agreement: Sections 1, 5, 7-12 , 15, 12.3, 13.2(d), 13.2(g), 13.2(h), 14-28 (inclusive).

## 22. Government Use and Export Control

22.1 Government Use. If the Service is being used by or on behalf of the United States Government or another governmental entity, then the following provision applies. The Services are “commercial computer software” and/or “commercial computer software documentation” as defined in Federal Acquisition Regulation (48 C.F.R. Chapter 1, or “FAR”) 2.101 or similar law, regulation or provision. In accordance with FAR 12.212, Department of Defense FAR Supplement (“DFARS”) 227.7202, or other similar law, regulation or provision, as applicable, any use, reproduction, release, performance, display or disclosure of the Services and any accompanying documentation by the U.S. government or other governmental entity will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. All terms of this Agreement apply except to the limited extent the U.S. government or other governmental entity is prohibited by federal or other procurement law from agreeing to such terms. If and to the extent any provision in this Agreement is so prohibited, such provision shall be deemed modified only to the extent reasonably necessary to conform to applicable law while giving maximum effect to the Agreement as written.

22.2 Export Controls and Sanctions Compliance. The Services originate in the United States and are subject to United States export control and sanctions laws, including the Export Administration Regulations (“EAR”) and the regulations of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). The Services may not be directly or indirectly exported or re-exported to: (a) any person or entity to whom the provision of such Services is prohibited under the EAR (including the prohibition on providing items subject to the EAR to anyone on the EAR Entity List or Denied Person List); (b) any country or territory subject to a comprehensive embargo by the United States (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People’s Republic, and Luhansk People’s Republic regions of Ukraine) without appropriate licensing authority; or (c) any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government (including any person or entity identified on OFAC’s list of Specially Designated Nationals (“SDNs”) or any entity that is fifty percent (50%) or more owned by one or more SDNs). In addition, the Services may be subject to the import and export laws of other countries. you agree to comply with all United States and foreign laws related to use of the Services.

## 23. Dispute Resolution

IN THE EVENT OF A DISPUTE BETWEEN YOU AND DOCAIDE (INCLUDING ANY DISPUTE OVER THE VALIDITY, ENFORCEABILITY, OR SCOPE OF THIS DISPUTE RESOLUTION PROVISION), OTHER THAN WITH RESPECT TO CLAIMS FOR INJUNCTIVE RELIEF AND DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, THE DISPUTE WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. **IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MAY OPT OUT.** IN ORDER TO OPT OUT OF THIS ARBITRATION PROVISION, YOU MUST NOTIFY



DOCAIDE IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH US BY ARBITRATION, AND SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO 10306 EATON PLACE, SUITE520, FAIRFAX, VA 22030 WITHIN 30 DAYS OF THE EARLIER OF (A) THE DATE YOU FIRST ACCESS OR USE THE SERVICES; AND (B) THE DATE YOU CLICK OR TAP ANY BUTTON OR BOX MARKED “ACCEPT,” “AGREE,” OR “OK” (OR A SIMILAR TERM) IN CONNECTION WITH THIS AGREEMENT.

The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>, as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or DocAide that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against DocAide for you.

you agree that this Agreement and the relationship between you and DocAide shall be governed by the Federal Arbitration Act and the laws of the State of Delaware without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods. If you opt out of arbitration pursuant to the terms above, then the following jurisdiction and venue provision shall apply: All Disputes arising out of or related to this Agreement for which arbitration does not apply will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Fairfax County, Virginia. Notwithstanding this, each party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party’s Intellectual Property Rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

#### CLASS ACTION WAIVER

YOU AGREE THAT ANY PROCEEDINGS TO ARBITRATE, LITIGATE OR OTHERWISE RESOLVE A DISPUTE IN ANY FORUM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS,



CONSOLIDATION OF YOUR DISPUTE WITH OTHER ARBITRATIONS, OR ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL ARE NOT PERMITTED AND ARE WAIVED BY YOU, AND AN ARBITRATOR WILL HAVE NO JURISDICTION TO HEAR SUCH CLAIMS. IF A COURT OR ARBITRATOR FINDS THAT THE CLASS ACTION WAIVER IN THIS SECTION IS UNENFORCEABLE AS TO ALL OR SOME PARTS OF A DISPUTE, THEN THE CLASS ACTION WAIVER WILL NOT APPLY TO THOSE PARTS. INSTEAD, THOSE PARTS WILL BE SEVERED AND PROCEED IN A COURT OF LAW, WITH THE REMAINING PARTS PROCEEDING IN ARBITRATION. IF ANY OTHER PROVISION OF THIS DISPUTE RESOLUTION SECTION IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT PROVISION WILL BE SEVERED WITH THE REMAINDER OF THIS SECTION REMAINING IN FULL FORCE AND EFFECT.

#### 24. Assignment of Agreement and Account

you may not assign this Agreement or your Account without our prior written consent. you may not transfer or sublicense any licenses granted by DocAide in this Agreement without our prior written consent. We may assign this Agreement, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement without your consent.

#### 25. Integration, Construction, Interpretation of Section Headings and Severability

The agreements, DocAide Order Form (if any), understandings and policies referenced in this Agreement set forth the entire agreement and understanding between you and DocAide with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. DocAide reserves the right to modify this Agreement at any time upon notification to you as provided in Section 29 (Notices). If any future change is unacceptable to you, you should discontinue using the Services. your continued use of the Services will always indicate your acceptance of this agreement and any changes to it.

you acknowledge that no other written, oral or electronic communications will serve to modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms will be construed as if followed by the phrase “without limitation.” If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.



## 26. Notices

DocAide may provide notice to you and obtain consent from you (1) through the Services, including within your Account; (2) by electronic mail at the electronic mail address associated with your Account; and/or (3) by written mail communication to you at the address associated with your Account. You must submit all notices required or permitted under this Agreement to DocAide Incorporated by mail at 10306 Eaton Place, Suite 520, Fairfax, VA 220303 and by email to [contact@docaide.ai](mailto:contact@docaide.ai).

## 27. Consent to Electronic Communications

We provide Users information by email or posting through the Services. These emails include account or identity verification emails, billing, Terms of Service, Privacy Policy and other terms or policy updates, instructional or training information regarding the Services, Services update information, marketing, promotional and survey communications from us. You acknowledge and agree that by using the Services and agreeing to this Agreement, you will receive the aforementioned types of communication from DocAide. You have the right to opt out of marketing, promotional and survey communications, but YOU EXPRESSLY WAIVE THE RIGHT TO OPT OUT OF ALL OTHER COMMUNICATIONS PERMITTED BY APPLICABLE LAW. PROVIDER IS RESPONSIBLE FOR OBTAINING EITHER CONSENT OR OPT-OUT EMAIL, TEXT MESSAGES OR OTHER COMMUNICATION FROM CLIENT IN THE EVENT THAT SUCH CLIENT OPTS OUT OF RECEIVING SUCH COMMUNICATIONS.

## 28. DMCA Notice

It is DocAide's policy to respond to alleged copyright infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify DocAide's copyright agent as set forth in the DMCA.

We respect the intellectual property of others and ask that Users do the same. In connection with the Services, we have adopted and implemented a policy respecting intellectual property that provides for the removal of any infringing or unauthorized materials and for the termination of a User's ability to use our Services, in appropriate circumstances, if we determine that User is infringing on the intellectual property rights of others. If you believe that a User is, through the use of the Services, unlawfully infringing by submitting unauthorized Content, and wish to have the allegedly infringing or unauthorized material removed contact us at [dmca@dbllawyers.com](mailto:dmca@dbllawyers.com) with the following information in the form of a written notification (pursuant to 17 U.S.C. § 512) must be provided to our designated copyright agent ("Designated Agent"): your physical or electronic signature; identification of the works or rights that you claim to have been infringed; identification of the Content on the Services that you claim is infringing and that you request us to remove; sufficient information to permit us to locate such Content; your address, telephone number, and e-mail address; a statement that you have a good faith belief that use of the



objectionable Content is not authorized by the copyright or other rights owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright or other right that has allegedly been infringed or violated or that you are authorized to act on behalf of the copyright or other rights owner. Note that, pursuant to 17 U.S.C. § 512, any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement].

Our Designated Agent is:

David Ludwig  
DMCA Agent  
Dunlap, Bennett & Ludwig, PLLC  
211 Church Street, SE  
Leesburg, VA 20175  
1-844-777-7319 (Phone)  
1-703-777-3656 (Fax)  
[dmca@dbllawyers.com](mailto:dmca@dbllawyers.com)

**Repeat Infringer Policy.** We implement a policy of restricting, suspending or terminating the access of any User that we have determined to be a repeat infringer against the copyright rights of others. The decision as to whether a user is deemed a repeat infringer by us and whether a repeat infringer's access will be restricted, suspended or terminated will determined according to our internal policies and procedures. The decision shall be made at our sole discretion.