

LEGAL TERMS

Legal terms

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BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO THESE TERMS OF USE, IF YOU DO NOT AGREE TO THESE TERMS OF USE OR DO NOT HAVE THE AUTHORITY OR CAPACITY TO AGREE TO THESE TERMS OF USE, STOP USING THIS WEBSITE IMMEDIATELY.

SUPPLEMENTAL TERMS OF USE MAY BE POSTED ON OUR WEBSITE FROM TIME TO TIME ARE HEREBY EXPRESSLY INCORPORATED HEREIN BY REFERENCE.

Welcome to www.docaide.ai (the “Website”), which is managed by DocAide, Incorporated, a Delaware corporation (referred to herein as “**DocAide**” or “**us**”, “**our**”, or “**we**”). These Terms of Use (“Terms”) govern a user’s (“**User**”, “**you**” or “**your**”) Access and Use of this Website. By accessing or using our Services, you the end user of our Services, expressly agree to be bound to and to abide by these Terms, our Privacy Policy, and any other supplemental policy or policy that we develop from time to time (collectively, “**Policies**”).

By accepting the Terms, you are assenting to these Terms and represent that you are at least 18 years of age, or the legal age of majority where you reside. You further agree that as a condition to accessing the Website, you will provide only true and accurate information to DocAide. You agree that any Users who are under 13 years old are required to have their parent or legal guardian’s consent to collect any of their User Data, which consent you are responsible for obtaining, prior to the use by such User of the Website.

Definitions

- “**Content**” means any data, content or materials provided through the Website.
- “**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.
- **“User Data”** means any data or images, without limitation, that User(s) upload, stream or submit to or through the Website.

Access

User acknowledges that the Website provided by DocAide is based in the United States. We make no warranty or representation that any aspect of the Website is appropriate for use outside of the United States or may be used for persons who are not then located inside the United States. DocAide bears no liability or responsibility in connection with Customers who access the Website from any country outside of the United States.

User Data Submitted by User

User Data Ownership

User Data that a User uploads or submits to, or which is created by, the Website, 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 Website, 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.

License to User Data

By uploading or submitting any User Data to or through the Website, and permitting other Users to upload any User Data into the Website, 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 either does not qualify as Personal Health Information (PHI) or Personally Identifiable Information (PII), or if submitted as PHI or PII in a manner that a reasonable person would know was not intended for sharing or view by the public, then such data or content must be de-identified and anonymized. These rights and licenses will be exercised in accordance with the DocAide Privacy Policy.

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.

Additional User Data or Content Restrictions

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

- is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- 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;
- 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
- contains any private or Personal Information of a third party, without such third party's consent.

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 Website, 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.

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 Website, DocAide will not sell any Personal Information contained in User Data.

We will make no use of PHI unless such use is permitted by these Terms and that such use of PHI is not prohibited by HIPAA or any other applicable law.

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- Attempt to copy any ideas, features, functions or graphics contained on the Website;
- Use the Website in the operation of a service bureau, an application service provider or for any other purpose intended to benefit a party other than you;
- Create derivative works of any part of the Website;

- Alter or modify all or any part of the Website;
- Sell, assign, sublicense, rent, lease or otherwise transfer all or any part of the Website or any rights in connection therewith;
- Attempt to translate, disassemble, decompile, reverse assemble, reverse engineer all or any part of the Website or otherwise attempt to derive or extract the source code of the Website;
- Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation;
- Engage in malicious, disruptive, or other conduct that impedes or interferes with other Users' normal use of the Website;
- Attempt to gain unauthorized access to other User Data or any other content or data that User is not authorize to access; or
- 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 Website. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Website' root directory, DocAide grants to the operators of public search engines permission to use spiders to copy materials from the Website 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.

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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 Website, 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 Website, 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 Website, 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 Website, unlawfully infringing by submitting unauthorized Content, and wish to have the allegedly infringing or unauthorized material removed contact us at 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 Website 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:

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