

# TERMS OF USE

Platform Access Terms and Acceptable Use

<b>Control Reference</b>	CUST-18
<b>Document Version</b>	1.0
<b>Effective Date</b>	June 1, 2026
<b>Next Review</b>	June 1, 2027
<b>Classification</b>	Confidential – Internal & Customer Use
<b>Maintained by</b>	Altnetix LLC Security & Compliance Team
<b>Contact</b>	compliance@altnetix.com



## 1. Acceptance of Terms

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By accessing or using the VitaAI platform ("Platform") operated by Altnetix LLC ("Company"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, you may not access the Platform. Use of the Platform by an organization constitutes acceptance on behalf of that organization.

## 2. Platform Description

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VitaAI is a cloud-based electronic health record, clinical workflow, and healthcare AI platform designed for licensed healthcare providers, covered entities, and their authorized workforce members. The Platform includes patient record management, clinical documentation, scheduling, billing support, FHIR-based integrations, and AI-assisted clinical decision support.

## 3. User Eligibility and Account Registration

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Access to the Platform is restricted to: (a) licensed healthcare professionals operating within their scope of practice; (b) administrative staff authorized by a subscribing healthcare organization; (c) authorized integration partners under a signed agreement. Users must provide accurate registration information and maintain the confidentiality of their credentials.

Organizations are responsible for managing user access, revoking credentials for departing workforce members, and ensuring their users comply with these Terms and applicable HIPAA obligations.

## 4. Authorized Use

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Authorized use of the Platform is limited to:

- Clinical care delivery — documenting patient encounters, orders, and care plans
- Healthcare operations — scheduling, billing, reporting, and quality improvement
- FHIR-based integrations with authorized EHR systems under applicable agreements
- Training and education on the Platform within licensed user counts

## 5. Prohibited Activities

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The following are expressly prohibited:

- Accessing PHI for any purpose outside of treatment, payment, or healthcare operations
- Sharing login credentials, creating shared accounts, or unauthorized access attempts
- Uploading malicious code, conducting vulnerability scanning without written authorization
- Extracting, scraping, or bulk-exporting data beyond authorized clinical workflows
- Using the Platform to develop competing products or reverse-engineer its functionality
- Violating HIPAA, HITECH, or any applicable federal or state healthcare privacy law

## 6. Intellectual Property

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All Platform software, UI designs, algorithms, AI models, documentation, and trade secrets are the exclusive intellectual property of Altnetix LLC. Users receive a limited, non-exclusive, non-transferable license to access the Platform solely for authorized healthcare purposes. No rights are transferred by these Terms except the limited access license described herein.



## **7. Service Availability and Disclaimers**

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The Company targets 99.9% uptime as specified in applicable Service Level Agreements (SLAs). The Platform is provided "as-is" for technical functionality. Clinical decision support features are informational tools and do not replace professional medical judgment. Clinicians remain solely responsible for all clinical decisions.

## **8. Limitation of Liability**

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To the maximum extent permitted by applicable law, the Company's aggregate liability arising from or related to the Platform shall not exceed the fees paid by the subscriber in the 12 months preceding the claim. The Company shall not be liable for indirect, incidental, consequential, or punitive damages.

## **9. Termination**

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The Company may suspend or terminate access immediately for: material breach of these Terms, HIPAA violations, non-payment, or activity posing a security risk. Upon termination, the subscriber's PHI will be handled per the applicable BAA.

## **10. Governing Law**

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These Terms are governed by the laws of the State of Georgia, without regard to conflict-of-law principles. Disputes arising hereunder shall be resolved by binding arbitration in Atlanta, Georgia under the AAA Commercial Arbitration Rules.