

Terms of Service

These Terms of Service contain the terms and conditions that govern your use of the Advocara application and all content, services and/or products available on or through the application (collectively, the “Services”).

The Services are offered to you subject to your acceptance of these terms and conditions (“Terms”). These Terms form a legally binding contract between you and Advocara.

BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCESS, BROWSE OR OTHERWISE USE THE SERVICES.

1. Definitions

Account means the account within the Services assigned to an individual user to use as the primary means to access and use the Services.

Advocara means a not-for-profit entity established under the laws of the Commonwealth of Virginia.

Advocara Materials means the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Services.

Beta Service means certain features or functionality associated with the Services which Advocara may offer for the purpose of testing and evaluation by you. Beta Services will typically still be in development and not have been released as a final product.

Login Credentials means the username and password used by you to access an Account.

Personal Data means any information relating, directly or indirectly, to an identified or identifiable natural person and is entered into the Services by you. The definition of Personal Data shall include variations of the term such as “personally identifiable information” and “personal information” as used and defined under applicable data protection laws.

2. Authority to Enter into These Terms

The use of the Services is subject to acceptance of these Terms. To accept these Terms, you must be at least 18 years of age or have valid authorization from your legal representative or custodian.

The Terms are first accepted by you as soon as one of the following occurs:

- a. You have viewed and accepted these Terms via a click-thru acknowledgement;
- b. You have received confirmation of the creation of an Account and necessary credentials from Advocara in order to log in to your Account; or
- c. upon the moment of gaining access to the Services.

The Services are only for the benefit of and usage by individuals and not for companies or similar entities. Further, you may not access the Services (i) if you are a competitor of Advocara, its affiliates or its vendors, suppliers or providers (ii) to monitor the availability, performance or functionality of the Services or (iii) for other benchmarking or competitive purposes.

3. Modifications to Terms

Advocara reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes through the Services. Your continued use of the Services after such changes have been posted constitute your acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the Services, or (ii) 30 days from posting of such modified Terms through the Services. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Advocara will be governed by the Terms in effect at the time such dispute arose.

4. Advocara's Responsibilities

4.1. Provision of Services

Advocara will make the Services available to you pursuant to these Terms, except for (i) planned downtime (of which Advocara shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Advocara's reasonable control, including, for example, an act of God or government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.

4.2. Protection of Personal Data

As set forth in the Privacy Policy set forth at www.advocara.org, Advocara will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data. Those safeguards will include measures for preventing access, use, modification or disclosure of Personal Data by Advocara personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.4 (Compelled Disclosure) below, or (c) as you expressly permit. At a minimum, Advocara will never sell your Personal Data for a fee.

As Advocara may use service providers to perform any portion of the Services, Advocara will make reasonable efforts to ensure that data transfers to service providers meet proper requirements applicable to processing of Personal Data.

5. Services

5.1 Use of the Services

Advocara grants you a non-exclusive, non-transferable, non-sublicensable license to use the Services in accordance with the Terms. If Advocara determines your usage of the Services to be outside of the permitted and intended use or bandwidth usage of the Service or any features or functionality to be significantly excessive, Advocara reserves

the right to suspend your Account (or part thereof) or throttle your usage until you provide proper assurances to Advocara.

5.2 Modification to Services

Advocara reserves the right to modify any part of the Services from time to time without prior notice, including, without limitation:

- a. rebranding or charging a fee for the Services at its sole discretion;
- b. ceasing providing or discontinuing the development of any part of the Service temporarily or permanently;
- c. taking any action necessary to preserve Advocara's rights upon any use of the Services by you which may be a violation of Advocara's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

You may be notified of such modifications when logging in to your Account. If you are not accepting of any modification, you may cease use of the Services and terminate your Account. However, your continued use of the Services, after the effective date of a modification, shall indicate your consent to the modifications. Advocara shall not be liable to you or to any third person for any modification, suspension or discontinuance of any part of the Services.

5.3 Establishing an Account

If you wish to create an Account, you must:

- a. complete the sign-up form on the Services; and
- b. accept these Terms by clicking "Sign up" or other similar button

You may have only one Account and you must provide Advocara with true, accurate, current and complete information about you in such Account. You are responsible for keeping confidential all Login Credentials associated with your Account and notify Advocara of any disclosure, loss or unauthorized use of any Login Credentials.

5.4 Beta Services

Advocara may periodically offer Beta Services to you which you have the option to accept or not. Advocara reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Advocara will not be liable to you for any harm related to, arising out of your use of the Beta Services, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

6. Personal Data

6.1 Uploading Personal Data to the Services

If you upload Personal Data to the Services, the Personal Data and any processing of it must be in compliance with these Terms and applicable law. All rights, title and interest in and to the Personal Data must belong to you or third persons who have authorized you rights to their Personal Data. By uploading Personal Data to the Services, you authorize Advocara to process the Personal Data. You are responsible for ensuring that:

- a. you do not create, transmit, display or make otherwise available any Personal Data that violates these Terms, the rights of Advocara, other clients of Advocara, or other persons or organizations or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or unlawful; and
- b. you have the necessary rights to use the Personal Data, including to upload it into the Services.

6.2 Responsibility for Personal Data

You are solely responsible for the contents and accuracy of the Personal Data and Advocara recommends that you think carefully about what you transmit, submit or post to or through the Services. This means that you, and not Advocara, are responsible for all Personal Data that is uploaded, posted, transmitted, or otherwise made available through the Services, as well as for any actions taken by Advocara as a result of such Personal Data.

6.3 Unlawful Personal Data

Advocara is not obliged to pre-screen, monitor or filter any Personal Data in order to discover any unlawful nature of it. However, if any unlawful Personal Data is discovered or brought to the attention of Advocara or if there is any reason to believe that certain Personal Data is unlawful, Advocara has the right to:

- a. deny its insertion into the Services;
- b. require that you bring the unlawful Personal Data into compliance with these Terms and applicable law; or
- c. temporarily or permanently remove the unlawful Personal Data from the Services, restrict access to it or delete it.

6.4 Required Disclosure

Advocara may disclose your confidential information, including Personal Data, to the extent compelled by law to do so. In such instance, Advocara will use reasonable efforts to provide you with prior notice of the compelled disclosure (to the extent legally permitted) and you shall provide assistance, at your cost, if you wish to contest the disclosure.

7. Data Processing Agreement

These Terms constitute the data processing agreement between you as the data controller and Advocara as the data processor. You hereby instruct Advocara to process Personal Data as described in these Terms.

7.1 Subject matter and nature of processing

Advocara provides the Services where you, as the data controller, can upload, collect, store and organize Personal Data. The Services has been designed to work as a medical AI billing assistance tool but, to the extent not regulated by these Terms, you decide how Advocara uses the Personal Data within the Services.

7.2 Duration

Advocara will process Personal Data on your behalf until the termination of the Services. Upon termination, Advocara will retain the Personal Data in accordance with the Privacy Policy. Upon request from you, Advocara shall delete all your Personal Data unless the law requires or allows for storage of such Personal Data.

7.3 Parties' rights and obligations

Advocara ensures that those authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8. Restrictions

8.1 Prohibited Activities

You may use the Services only in the scope, with the means and for purposes as identified in these Terms and applicable law. By way of example, you may not:

- a. use the Services to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- b. copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Services, attempt to extract the source code or use the Services or Advocara Materials to train AI/LLM system; or
- c. use the Services unless you have agreed to these Terms.

8.2 Certain Uses Require Advocara Consent

You may not, without Advocara's prior express consent:

- a. sell, resell, lease, license, sublicense, distribute, provide, disclose, exploit or otherwise grant access or make the Services available to any third persons; or
- b. use the Services in a scope, with means or for purposes other than those for which its functionality was created.

8.3 Trade Control Compliance

You hereby represent and agree that with respect to the Services:

- a. you have complied and shall comply with U.S. and any other applicable economic, trade, and financial sanctions laws and regulations, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Department of State (collectively, "Sanctions"), and U.S. and applicable foreign laws and regulations pertaining to export controls, including those administered by the U.S. Departments of Commerce and State (collectively, "Trade Controls").
- b. you shall take no action that would cause Advocara or any of its subsidiaries or affiliates, or any of their respective officers, directors, employees, or representatives, to violate any Sanctions or Trade Controls.
- c. you (i) have not been designated on any Sanctions- or export- related list of restricted or blocked persons, (ii) are not located in or citizen or resident in any country that is itself the subject of any economic or financial sanctions by any governmental authority, including, but not limited to, Cuba, Iran, Syria, North

Korea, Venezuela and the Crimea Region of Ukraine, (iii) have or will not provide the Services to any persons described in this Section

- d. Advocara shall have the right to immediately terminate the access to, or use of the Services without notice or liability to you, if Advocara determines you have violated any provisions described in this Section 9.

9. Privacy

Advocara takes the privacy of its clients very seriously. Advocara's Privacy Policy set forth at www.advocara.org is hereby incorporated into these Terms by reference.

10. Intellectual Property Rights

10.1 Advocara's Intellectual Property Rights in the Services

The Services, Advocara Materials, Advocara trade names and trademarks are solely and exclusively owned and operated by Advocara and its third party vendors. The Services and Advocara Materials are protected by copyright, trade dress, patent, trade secrets and trademark laws, international conventions and treaties, and all other relevant intellectual property laws. Your use of the Services and Advocara Materials does not grant to you any ownership right or intellectual property rights therein. Advocara reserves all rights to the Services, Advocara Materials and Advocara trade names and trademarks not expressly granted in the Terms.

10.2 Intellectual Property Rights related to Personal Data

- a. Advocara may use Personal Data for research, educational and other similar purposes. You also grant Advocara the right to use and analyze system activity data associated with use of the Services by you for the purposes of optimizing, improving or enhancing the way the Services operate, and to create new features and functionality in connection with the Services.
- b. You are solely responsible for Personal Data and the consequences of posting or uploading them on or through the Service. You represent and warrant that: (i) you either own the Personal Data or have the necessary rights, consents, and permissions to use the Personal Data and (ii) Advocara's use of such Personal Data, and Advocara's use of the license rights to the Personal Data do not and will not: (a) infringe, violate, or misappropriate any intellectual property right or third-party right; or (b) violate any applicable law or regulation anywhere in the world.

10.3 Feedback

If you provide Advocara with any comments, bug reports, feedback, or modifications for the Services ("Feedback"), Advocara shall have the right to use such Feedback as it wishes and you grant Advocara a perpetual, irrevocable, royalty free license to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use the Feedback for any purpose.

11. Third-Party Sites

The Services may include links to other websites or services ("Linked Sites") solely as a convenience to you. Advocara does not endorse any such Linked Sites or the

information, material, products, or services contained on or accessible through Linked Sites. Furthermore, Advocara makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. ACCESS AND USE OF LINKED SITES IS SOLELY AT YOUR OWN RISK.

12. Disclaimers; No Warranty

THE SERVICES, ADVOCARA MATERIAL AND ANY OTHER FEATURES MADE AVAILABLE TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. ADVOCARA DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY.

ADVOCARA DOES NOT WARRANT THAT THE SERVICES, ADVOCARA MATERIAL AND ANY OTHER FEATURES MADE AVAILABLE WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL NOT CONTAIN OR PRODUCE HALLUCINATIONS, THAT DEFECTS WILL BE CORRECTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ADVOCARA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, ADVOCARA MATERIALS OR ANY LINKED SITES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

THE ADVOCARA SERVICES OFTEN RELY ON ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TECHNOLOGIES, WHICH ARE INHERENTLY STATISTICAL, INCOMPLETE, AND OUTDATED. AS A RESULT, THE SERVICES MAY PRODUCE ERRORS, INCLUDING THE GENERATION OF INACCURATE OR INVALID INFORMATION (SOMETIMES REFERRED TO AS "HALLUCINATIONS"), OMISSIONS OF IMPORTANT DETAILS, RELIANCE ON OUTDATED INFORMATION, OR OTHER MISTAKES. USERS SHOULD NOT RELY SOLELY ON OUTPUTS FROM THE SERVICES WITHOUT INDEPENDENT VERIFICATION AND PROFESSIONAL ADVICE WHERE APPROPRIATE.

YOU UNDERSTAND AND ACCEPT THAT NOTHING IN THESE SERVICES SHALL BE CONSTRUED AS MEDICAL, LEGAL OR FINANCIAL ADVICE. THE SERVICES ARE INFORMATIONAL SERVICES AND SUMMARIES AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT, OR FOR FINANCIAL OR LEGAL ADVICE.

13. Indemnification

You agrees to defend, indemnify and hold harmless Advocara and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Services, any representations made to Advocara by you or any breach or violation of these Terms. Advocara reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify Advocara, and you agree to cooperate with such defense of these claims.

14. Limitation of Liability

14.1 No Liability

Advocara shall not be liable to you for any consequences resulting from:

- a. any modifications in these Terms, the Services, Advocara Material, including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Services;
- b. deletion of, corruption of, or failure to store any Personal Data;
- c. use of Personal Data by you with the Service;
- d. any disclosure, loss or unauthorized use of the Login Credentials due to your failure to keep them confidential;
- e. your use of the Services by means of web browsers other than those accepted or supported by Advocara;
- f. the differences between technologies and platforms used for access of the Services; for example, if certain features, functions, or elements of the Services are designed for use on a personal computer or laptop but do not function on a mobile platform or a tablet;
- g. your failure to provide Advocara with accurate information about you;
- h. your failure to ensure the lawfulness of the Personal Data or obtain the necessary rights to use the Personal Data; or
- i. your failure to abide by any of the restrictions described in these Terms.

14.2 Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ADVOCARA ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

15. Termination, Suspension

15.1 For Convenience

These Terms may be terminated for convenience in the following situations:

- a. by you at any time by clicking the cancellation link in the Services, which will guide you through the cancellation process when logged in to your Account;

- b. by Advocara upon its decision to end provision of the Services;
- c. if Advocara has reasonable grounds to believe that your use of the Services may harm any third persons; or
- d. immediately by either party, if proceedings are initiated for the other party's bankruptcy, liquidation or insolvency.

15.2 For Default

These Terms may be terminated for default in the following situations:

- a. by either party in case of breach of these Terms by the other party, if the breach has not been cured within 30 days of receipt of a notice from the non-breaching party; or
- b. immediately by either party if the other party breaches its obligations under Section 8 [Restrictions], Section 10 [Intellectual Property Rights] or Section 13 [Indemnification].

15.3 Effect of Termination

Upon termination of these Terms:

- a. Advocara shall deactivate the Account and delete all Personal Data upon request from you within 1 month of receipt of such request.
- b. You must stop using and prevent the further usage of the Services and discharge any liability incurred by you under these Terms prior to your termination; and
- c. The following provisions shall survive the termination of these Terms: Sections 1, 6, 10, 12, 13, 14, 15, 16 and 17.

15.4 Remedies

If Advocara terminates these Terms as a result of an uncured breach by you, Advocara is entitled to apply any remedies available to it under applicable law.

15.5 Suspension of Services

In addition to any termination rights, Advocara has the right to suspend access any part of the Service at any time for violation of this Agreement or to protect the integrity, operability, and security of the Service, effective immediately, with or without notice. Advocara shall attempt to provide notice on or before such suspension.

16. Disputes; Arbitration; Governing Law & Jurisdiction

In the event of a dispute or controversy arising out of or in relation to these Terms, including but not limited to the validity, breach or termination, the parties shall attempt to solve the matter amicably in mutual negotiations.

Should an amicable settlement between the parties not be possible, the dispute shall be finally settled by arbitration in the Commonwealth of Virginia, in accordance with the Arbitration Rules and Procedures of JAMS by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable

attorneys' fees, expert witness fees and all other expenses) incurred. Judgment upon award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state courts of Fairfax County, Virginia or the United States Federal Courts located in the Eastern District of Virginia.

Notwithstanding the foregoing, the parties agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (ii) seek injunctive relief in a court of law, or (iii) to file suit in a court of law to address intellectual property infringement claims. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not be applied to these Terms.

17. General Provisions

17.1 Relationship of the Parties

The parties will act solely as independent entities. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between you and Advocara, and you shall not represent to the contrary. These Terms are not for the benefit of any third parties.

17.2 Severability

If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. The validity and enforceability of the remaining terms, conditions or provisions, shall not be affected.

17.3 Entire Agreement

These Terms are the entire agreement between you and Advocara regarding your use of the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the parties.

17.4 Assignment

You may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Advocara's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable.

17.5 No Waiver

Failure of either party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

17.6 Notices

Except as otherwise specified in these Terms, all notices related to these Terms will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. All notices to you shall be as set forth in your Account.

Last updated: April 28, 2025