

Dr. Know, LLC Terms of Use

Effective Date: November 12, 2025

Confidentiality Notice

This document and the information contained herein are confidential and proprietary to Dr. Know, LLC. It has been provided solely for the purpose of evaluating, integrating with, or developing on the Dr. Know technology platform.

By accepting this document, you agree that you will not copy, reproduce, distribute, or disclose any portion of its contents to any third party without the prior written consent of Dr. Know, LLC. You further agree that all information contained herein will be used exclusively for the purpose for which it was provided.

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1. Acceptance of Terms

These **Terms of Use** ("Terms," "**TOU**") govern access to and use of **Dr. Know, LLC** ("Dr. Know," "we," "us," "our") websites, software, and online services (collectively, "**Services**"). By using our Services, you agree to these Terms. Dr. Know may update them periodically; the most current version will always appear at www.doc-know.com/legal. Continued use after updates constitutes acceptance.

2. Description of Services

Dr. Know provides cloud-based software and related tools designed for healthcare organizations, including features such as structured clinical documentation, analytics dashboards, interoperability functions, and Al-assisted decision support.

Certain Services may require a subscription or separate agreement (e.g., Master Service Agreement or Business Associate Agreement — "BAA"). Those documents control in the event of a conflict with these Terms.

See our <u>Privacy Statement</u> for details on how we collect, use, and protect information, including Protected Health Information ("PHI").

3. Artificial Intelligence and Clinical Decision Support

Dr. Know uses artificial intelligence to assist with clinical and operational tasks, clinical documentation, and decision support. It draws on patient data, physician input, organizational information, industry datasets, and general medical knowledge to generate responses and suggestions. These outputs may include recommendations, but they may also contain inaccuracies or omissions.

Users must independently verify all outputs and exercise professional judgment before making any clinical or operational decisions.

The system does not replace clinician judgment, nor does it make medical diagnoses or determine treatment.

These features are continuously evolving under expert guidance and curation to improve accuracy and relevance. All conversations and interactions may be logged and subject to audit under applicable privacy and security standards.

By using Dr. Know's AI features, you acknowledge and agree to these provisions.

4. Compliance and HIPAA Commitments

Dr. Know maintains administrative, technical, and physical safeguards that meet or exceed HIPAA and SOC 2 Type II standards.

Visit our Trust Center at trust.doc-know.com.

Where Dr. Know acts as a Business Associate, the handling of PHI is governed by a written BAA between Dr. Know and the Covered Entity or its agent.

You agree not to upload PHI to the Services unless such an agreement is in place.

5. Software and License

Any software made available for download is the copyrighted work of Dr. Know or its licensors and is governed by the end-user license agreement ("EULA") accompanying that software. Reproduction, redistribution, or modification beyond what the EULA permits is prohibited.

6. Use of Documents and Materials

Permission is granted to use publicly available documents (white papers, datasheets, press releases, FAQs) for personal, informational, non-commercial use if all copyright notices remain intact and no modifications are made.

The design, layout, trademarks, and trade dress of the Services remain the exclusive property of Dr. Know.

7. Ownership of Materials, Data, and Feedback

All software, configurations, algorithms, models, templates, report formats, workflows, analytics, and all other intellectual property created, developed, or provided by Dr. Know ("Dr. Know Materials") are and remain the exclusive property of Dr. Know, LLC and its licensors.

Except for the limited rights expressly granted herein, no rights or licenses are conveyed, and all such rights are reserved.

You and your organization retain ownership of all **data**, **information**, **and content** you upload or submit to the Services ("User Data").

You grant Dr. Know a non-exclusive, worldwide, royalty-free license to host, process, and use User Data **solely** to deliver the Services, maintain system functionality, ensure

security, and develop de-identified or aggregated analytics consistent with HIPAA and your applicable Business Associate Agreement.

Feedback, suggestions, or ideas that you voluntarily provide may be used by Dr. Know for any purpose without restriction or compensation.

8. Account Security

If you register an account, you are responsible for safeguarding credentials and for all activity under your account. Notify Dr. Know immediately of unauthorized use. Dr. Know is not responsible for losses from compromised credentials.

9. Acceptable Use

You agree not to:

- Violate laws or regulations;
- Access or attempt to access systems without authorization;
- Introduce malware or disrupt networks;
- Use the Services to transmit spam, defamatory, obscene, or unlawful material;
- Misrepresent identity or affiliation;
- Mine, scrape, or harvest data except as permitted by agreement.

Dr. Know may suspend or terminate access for any violation.

10. Communication Services

Interactive features (teams, forums, chat, or feedback tools) must be used responsibly. Dr. Know may monitor and remove content violating these Terms or applicable law.

11. Third-Party Sites and Integrations

Links or integrations with third-party sites and services are provided for convenience. Dr. Know is not responsible for their content, privacy practices, or performance. Use is at your own risk and subject to the third party's terms.

12. Intellectual Property

All intellectual property rights in the Services belong to Dr. Know or its licensors. No license or right is granted except as expressly set forth herein.

You may not use our trademarks or logos without written authorization.

13. Medical and Professional Disclaimer

The Services, including Al-generated content, **are not a substitute for professional medical advice, diagnosis, or treatment**.

Always seek the advice of qualified healthcare providers with any questions regarding a patient's condition.

Reliance on any information provided by the Services is solely at your own risk.

Dr. Know does not practice medicine and does not assume responsibility for clinical outcomes.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DR. KNOW AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT).

DR. KNOW IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE CLAIM.

15. Termination

Dr. Know may suspend or terminate your access for violation of these Terms, non-payment, or to comply with law. Upon termination, rights and licenses granted to you end immediately.

16. Governing Law and Venue

These Terms are governed by the laws of the State of Tennessee, excluding conflict-of-law rules. Any dispute shall be brought in the state or federal courts located in Nashville, Tennessee.

17. Notices of Copyright Infringement

If you believe content infringes your copyright, notify Dr. Know's Designated Agent at **legal@doc-know.com** in compliance with 17 U.S.C. § 512.

18. Miscellaneous

If any provision is held unenforceable, the remainder remains in effect. Failure to enforce any right does not waive it.

These Terms constitute the entire agreement governing use of the Services unless superseded by a specific written agreement.

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