

Terms and Conditions

Revised March 13, 2024

This Terms and Conditions (the "Terms") governs your use of and access to products and services (the "Service") provided to you by Cosign AI ("Cosign", "us", "we", "our") through the Platform (as defined below). Please note that these Terms include an arbitration clause with opt-out rights.

BY CLICKING ON "I Agree to Cosign's Privacy Policy and Terms and Conditions" YOU UNDERSTAND THAT YOU ARE ENTERING INTO AN AGREEMENT WITH US AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SERVICE.

1. Definitions

- **Account** means User's registered account to access the Platform.
- **Mobile App** means the Cosign AI Copilot mobile application or any other mobile application created by or developed for Cosign.
- **Platform** means the Site and Mobile App.
- **Patient-User** means the patient, or if the patient is a minor, the minor's legal guardian or authorized representative of the Patient-User.
- **Private Information** is your personally identifiable information ("PII"), including protected health information ("PHI"), as defined under HIPAA, and other private information as defined in (i) the Family Educational Rights and Privacy Act of 1974, as amended, and its regulations ("FERPA"), (ii) to the extent applicable, personal information of online persons under age 13, pursuant to the Children's Online Privacy Protection Act of 1998, as amended, and its regulations ("COPPA"); and (iii) state-specific health information confidentiality and privacy laws, developed to provide the Service.
- **Provider-User** means the clinical provider contracted with Cosign for use of the Service by the Provider-User.
- **Site** means Cosign website at <https://www.co-sign.ai/> and all subdomains.
- **Service** means the Cosign products or services accessible through the Platform.
- **User** means the Provider-User and the corresponding Patient-User.

2. The Service

The Service utilizes AI technology to assist providers with their clinical practice and patient engagement, including but not limited to features such as patient history intake and transcription and note generation services. Cosign does not provide clinical services such as diagnosis or treatment. Provider-Users are required to review and confirm the accuracy of all transcription and note generation services.

The Services are linked to the Provider-User with a contract with Cosign. While any individual may sign up for an account with Cosign, the Service is meant for use by Provider-Users and their Patient-Users, i.e., the individual patients of the Provider-user.

3. Eligibility Requirements, Representations and Warranties, and Terms of Use

- You are a User and agree to be bound by these Terms.
- You are at least eighteen (18) years of age or older.
- If the patient of the Provider-User is a minor, you are the minor's legal guardian or authorized representative, and:
 - You understand and agree that the minor will be under our supervision when he/she/they are accessing the Platform to receive the Service.
 - You understand and agree that if the minor is between the age of 14 and 18 years old, you grant consent for the minor to access the Platform and receive the Service with or without your supervision.
 - You understand, agree, and represent on behalf of the minor that by accessing the Platform and/or engaging the Service, the minor consents to receive Service and agrees to be bound by the Terms.
- If you are the staff or independent contractor of the Provider-User, you represent and warrant that you have authority by the Provider-User to access the Service and you acknowledge and agree that you are bound to the Terms as a Provider-User.
- If you are a Patient-User, you represent that you have given your Provider-User consent to record your appointments for the purpose of allowing Cosign to provide the Service.
- You have secure access to personal on-line and/or mobile technology that enables you to securely access the Service and the Private Information contained therein in a confidential manner.
- You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account ("collectively Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password. You agree that you will not give any third-party Account Access.
- You agree and commit not to use the Account or Account Access of any other person for any reason.
- You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.
- You understand and agree that we make no representation that the Platform or Service is appropriate or available for use in locations other than the United States. You further agree not to use the Platform or the Service if you are physically located outside of the United States.
- You agree not to access the Platform or its contents in order to build a similar or competitive website, product, or service.

- You agree not to access, use, or copy any portion of the Platform, or any contents of the Platform through the use of bots, spiders, scrapers, web crawlers, indexing agents, automated devices or mechanisms, or any similar or equivalent manual process to monitor or copy any portion of the Platform or its contents for any other purpose not authorized by us. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within the Platform. Except as expressly authorized by us in writing, in no event will you reproduce, redistribute, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Platform or its contents or any access to or use of the Platform or its contents.
- You agree and commit not to make any use of the Platform for the posting, sending or delivering of any of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist, or potentially harmful content; (d) any content that infringes a third party right including intellectual property rights; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause, or encourage a criminal action or violate any applicable law.
- You understand and agree that we may aggregate, anonymize and de-identify any Private Information and use such aggregated, anonymized, and de-identified information to validate and verify the accuracy of the Service, to improve upon the Service, or to use the aggregated, anonymized and de-identified information for any reason in conformance with the law.

4. Electronic Communication Authorization

You agree that communications and transactions between us may be conducted electronically. By creating an Account, you also consent to receive electronic communications from us (e.g., via email, text, or by posting notices on our Site or Mobile App). These communications may include notices about your Account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

5. Privacy and Security

Before you continue using our Platform, we advise you to read our privacy policy (<https://www.co-sign.ai/privacy>) regarding our user data collection.

6. Third Party Content

The Platform may contain other content, products, or services which are offered or provided by third parties (“Third-Party Content”), including links to such Third-Party Content. We do not endorse any Third-Party Content nor do we have any responsibility for the creation of any such Third-Party Content, and we will not be liable for any damage or loss caused by the products, practices, terms, or policies of any third parties.

7. Intellectual Property

Ownership of the Service, and all content and materials contained therein with the exception of any Private Information, are owned solely by us or our licensees and are protected by U.S. and international copyright laws. No title to or ownership of the Site, the Mobile App, the Service or any proprietary rights associated with them is transferred to you by these Terms. Cosign and our logos, our product or service names, and our slogans regarding our trademarks may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Platform are the property of their respective owners.

8. Feedback

By sending us any feedback, comments, questions, or suggestions concerning the Service (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against us any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of these Terms, and your participation in the Platform.

9. Copyright Policy

If you believe that any materials made available on the Platform infringe your copyright, please notify us and provide the information below. We will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3). You should send any notice of infringement relating to the Platform or any materials made available on the Platform to our designated copyright agent. If you decide to send us any such notice, you must:

- a) identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed;
- b) provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- c) include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- d) include a statement by you that the information contained in your notice is accurate and that you attest that, under penalty of perjury, you are the copyright owner or that you are authorized to act on the copyright owner's behalf; and
- e) include your name, mailing address, telephone number and email address.

You may submit your notice of alleged copyright infringement to our designated copyright agent by mail or email as set forth below:

Designated Copyright Agent
Cosign AI

447 Sutter St
Ste 405 #621
San Francisco, CA 94108
support@co-sign.ai

Please note that you may be liable for damages, including costs and attorneys' fees, if you knowingly materially misrepresent that material or activity on the Platform is infringing your copyright.

10. Disclaimers

THE SERVICE AND THE INFORMATION CONTAINED OR GENERATED THEREIN ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, COSIGN DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE ANY PARTICULAR RESULTS; (B) ANY DATA, ANALYSIS OR REPORTS WILL BE ACCURATE OR RELIABLE; (C) ERRORS OR DEFECTS, IF ANY, WILL BE CORRECTED; (D) THAT THE SERVICE WILL BE UNINTERRUPTED OR FREE FROM BUGS, ERRORS, OMISSIONS OR INTERRUPTIONS; OR (E) THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE ACCURACY AND QUALITY OF THE GENERATED OUTPUT AND PERFORMANCE OF THE SERVICE.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE PLATFORM CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. WE DO NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE OR THE INTERNET, OR FOR YOUR MISUSE OF ANY PRIVATE INFORMATION, OR OTHER SENSITIVE INFORMATION, ADVICE, OR IDEAS THAT YOU USED IN CONNECTION WITH THE SERVICE.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- (A) IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF DATA, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR OTHER ECONOMIC ADVANTAGE, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE OPERATION, USE OF, OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND
- (B) IN NO EVENT SHALL OUR AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR

IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE OR ANY OF OUR ACTIONS IN CONNECTION THEREWITH, OR YOUR USE OF OR INABILITY TO USE THE SERVICE, EXCEED THE GREATER OF \$100.00 OR THE COMPENSATION YOU PAY, IF ANY, TO US FOR ACCESS TO OR USE OF THE SERVICE GIVING RISE TO YOUR CLAIM.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR INTENTIONAL MISCONDUCT OF US OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "Company Parties") from and against all losses, liabilities, claims, demands, damages, expenses or costs by any third party ("Claims") arising out of or related to (a) your access to or use of the Service; (b) your use of any Private Information; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (e) your conduct in connection with the Service; or (f) any breach or alleged breach of any of the representations or warranties set forth in these Terms.

You agree to promptly notify Company Parties of any Claims, cooperate with Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys' fees).

You also agree that the Company Parties will have control of the defense or settlement, at our sole option, of any Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us.

13. Modifications, Termination, Interruption and Disruptions to the Platform

You understand, agree and acknowledge that we may modify, suspend, disrupt, or discontinue the Service, any part of the Platform, or any feature of the Service, whether to all users or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

The Platform and its contents depend on various factors such as software, hardware, and tools, either our own or those owned and operated by our contractors and suppliers. While we strive to ensure that the Platform is consistently reliable and accessible, you understand that we cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely, or error-free at all times.

14. Governing Law

These Terms and our relationship with you shall be governed in accordance with the laws of the State of California, without any rules governing choice of laws. The parties expressly consent to venue and jurisdiction of the Federal or state courts located in San Francisco, County,

California, with respect to any actions that may arise out of, or relate to, these Terms or the Service.

15. Arbitration and Negotiation

a. Arbitration

Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in accordance with JAMS Comprehensive Arbitration Rules and Procedures before one arbitrator. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any judicial proceeding permitted under these Terms. Each party shall bear its own costs of arbitration. The place of arbitration will be in San Francisco, CA, USA and the language to be used in the arbitral proceedings will be English. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

b. Negotiation Requirements Prior to Arbitration

Prior to initiating arbitration, the parties shall negotiate any issue as follows:

1. The parties shall attempt in good faith to resolve any dispute arising out of or relating to these Terms promptly by negotiation between individuals who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the individual who will represent that party and of any other person who will accompany the individual. Within 30 days after delivery of the notice, both parties shall meet at a mutually acceptable time and place.
2. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.
3. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
4. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to these Terms except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 1 above.
5. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs 1 and 2 above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

c. Opt-Out Rights

You may opt-out of this arbitration clause by providing notice in writing within 30 calendar days of registering your Account.

16. Notices

Except as otherwise provided in these Terms, all notices will be in writing using the registration information you provided, or the email address associated with your Account. Service will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by post.

Any notice to Cosign should be sent at this address:

Cosign AI, inc.
447 Sutter St
Ste 405 #621
San Francisco, CA 94108
support@co-sign.ai

17. Changes to Terms

We may change these Terms from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms. Unless otherwise specified by us, all changes shall be effective upon posting. Therefore, you are encouraged to check these Terms frequently. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified you of such changes.

Your continued use of the Service following any changes to these Terms will constitute your acceptance of such changes. The “Last Updated” legend above indicates when these Terms were last changed. **If you do not agree to the changes, you must terminate access to the Service and notify your Provider-User that you no longer give your consent to record your clinical appointments.**

For any material changes to these terms, such as how we use of your Private Information, we will notify you directly of such changes through the address or email associated with your Account. **If you do not agree to the changes, you must terminate access to the Service and notify your Provider-User that you no longer give your consent to record your clinical appointments.**

18. General Provisions/Contact Us

THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THESE TERMS.

Except as expressly provided, these Terms may not be transferred or assigned. Cosign may freely transfer or assign these terms or any of our obligations hereunder.

The paragraph headings in these Terms are solely for the sake of convenience and will not be applied in the interpretation of the Service.

If any provision in these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms will remain in full force and effect.

If you have any questions regarding these Terms, please contact us by sending an email to support@co-sign.ai

By engaging the Service, you further agree that you have read, understand and consent to these Terms.

You may request a downloadable and printable copy of this form, either now or at any point in the future.