

Cleo Technologies Terms of Service

These Terms of Service (this “Agreement”) describe the terms and conditions on which Cleo Technologies Inc. (“Cleo”) provides the information, features and services available on or through the cleohealth.io website (the “Website”) and the Cleo Health software application (collectively, the “Service”) to you, the users of the Service (“you” or “User”). The Service uses artificial intelligence technologies to assist healthcare providers (“Care Providers”) to complete patient records. This Agreement governs the use of the Service by users of the Service (“Users”). You should read this Agreement carefully, because by indicating acceptance of this Agreement or by otherwise using the Service, you are entering into a legally binding agreement with Cleo. If you do not agree to these terms and conditions, you must not use the Service.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND CLEO, AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.

1. Registration

In order to submit information to the Service, Users must create an account and register with us. If you register as a Care Provider or otherwise use the Service, you represent and warrant to Cleo that: (i) you are of legal age to form a binding contract; (ii) you will provide Cleo with accurate, current and complete registration information; (iii) if you are registering in order to access Service for an organization or entity, that you have the right to bind such organization to this Agreement, and the terms “User” and “you” will include both you, the individual user, and such organization; and (iv) your registration and your use of the Service is not prohibited by law. You are responsible for your registration and all use of the Service under it. Sharing passwords with any unauthorized person is not permitted. You understand and acknowledge that use of the Service that constitutes falsifying entries or concealment of material regarding Patients or the provision of care to Patients, or pertinent omissions may constitute fraud and may be prosecuted under applicable federal and/or state laws. Fraud is a felony, which can result in fines or imprisonment.

2. The Service Does Not Constitute Medical Advice

The Service assists Care Providers in creating medical records. The Service does not constitute medical or health care advice. Nothing contained in the Service is intended to be used for medical diagnosis or treatment. The Service is provided with the understanding that neither Cleo nor its suppliers are engaged in rendering legal, medical, counseling or other professional Service or advice or are providing any guarantee or warranty of quality about healthcare services. Cleo and its agents assume no responsibility for any consequence relating directly or indirectly to any action or inaction patients or Users take based on the information, Service or other material on the Service. The Service has not been approved for use as a medical device by regulatory agencies in the United States or elsewhere.

3. Fees and Orders

a. **Payment Terms.** The Service, or certain features of the Service, may be available only if certain fees (collectively, “Fees”) are paid by you. If you purchase any subscription plan for the Service or certain features of the Service, you must pay any applicable Fees. You will provide us (or our designated third-party payment provider) with accurate and valid credit card or other digital payment information and update your credit card or other payment information in the event any information provided becomes invalid or incomplete. All payments shall be made in U.S. dollars. You are responsible for any tax, duty, custom or other fee of any nature, other than taxes on Cleo’s income, imposed on the Service by any federal, state, local or foreign government authority. We retain the right to charge interest on any overdue balance at the rate of 1.5% per month, or the maximum amount permitted by law (if lower). You will also be responsible for our reasonable costs of collection, including attorney’s fees, if we deem it necessary to take any legal or administrative action to collect unpaid Fees. We reserve the right to accept, refuse or cancel any orders placed through the Service, without liability or justification. We will refund you in case your order was cancelled by us after your credit card or other digital payment method has been charged.

b. **Subscription Plans.** We may offer paid subscription plans that allow you to access certain features or content available through the Service. If you provide a credit card or other payment method accepted by Cleo, and sign up for a monthly or annual paid subscription through the Service, you are expressly agreeing that Cleo (or our designated third-party payment provider) is authorized to charge your payment method for the applicable subscription fee (plus any applicable taxes) on a recurring monthly or annual basis, as applicable. Your subscription will continue in effect and renew on a recurring basis, monthly or annually, unless and until you cancel your subscription.

c. **Cancellation of Auto-Renew Subscription Plans.** You must cancel your subscription at least twenty-four (24) hours before your next billing period, in order to avoid the next billing period. You may cancel your subscription at any time by providing notice to Cleo by emailing us at support@cleo-ai.co stating your name and that you are canceling your subscription, or words of similar effect. After your cancellation, you will still be charged for any subscription period prior to our receipt of your cancellation. If you cancel your subscription, the cancellation will be effective upon your receipt of confirmation from Cleo of the cancellation, and Cleo will not automatically renew your subscription thereafter.

Cleo reserves the right to change the terms of your subscription, including price, from time to time, effective as of the beginning of your next billing period following the date of the change. If Cleo changes the subscription fee or other charges for your subscription, we will give you advance notice of these changes. If you purchase a subscription from us with promotional pricing or which includes free products or services, we will inform you of the non-promotional pricing, obtain your consent to such pricing, and notify you of how to cancel your subscription prior to billing you at the non-promotional pricing.

4. Proprietary Materials and Ownership

The Service is the property of Cleo and its licensors. Without limitation of the foregoing, all the text, images, sound, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on the Service (collectively, the “Site Content”), all

software embodied in the Service or otherwise used by Cleo to deliver the Service (“Software”), excluding User Data (as defined herein), are proprietary to us or to our third party licensors and are protected by copyright and other intellectual property laws. Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of the Software or Site Content (collectively, the “Cleo Property”) is prohibited. You may be subject to criminal or civil penalties for violation of this paragraph.

The marks CLEO, CLEO HEALTH and the CLEO HEALTH logo are registered or unregistered trademarks of Cleo, and they may not be used in connection with any service or products other than those provided by Cleo, in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits Cleo. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

Cleo authorizes you as a User to access and use the Service in order to assist you in generating patient records. You may not remove any copyright, trademark or other proprietary notices that have been placed on the Cleo Property. Changing, copying, redistributing, republishing, uploading, posting, transmitting, distributing or otherwise exploiting in any way the Cleo Property, or any portion of the Cleo Property, is strictly prohibited without the prior written permission of Cleo, unless this Agreement otherwise expressly allows you to do so.

5. Representations and Warranties

You represent and warrant that:

(i) your use of the Service will be consistent with this Agreement and will not infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties;

(ii) you will comply with all applicable laws, regulations and ordinances relating to the Service, the Cleo Property or your use of them,

(iii) you will access and process all medical information, including but not limited to Personal Health Information (as defined in HIPAA) concerning patients that Care Providers provide to Cleo in accordance with all applicable local, state and federal laws and regulations, including but not limited to the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended (“HIPAA”), and solely for the limited purposes of receiving the Services or performing permitted treatment or other health care operations activity,

(iv) you will process information accessed through the Service in accordance with industry-standard technical and organizational standards to protect the privacy and security of such information,

(v) in using the Service you will not engage in any conduct that restricts or inhibits any other person from using or enjoying the Service.

You are responsible for obtaining and maintaining the computer and other equipment you use to access the Service, and for paying for such equipment and any telecommunications charges. We are not liable for any loss or damage you suffer arising from damage to equipment used in connection with use of the Service.

6. User Data

In connection with using the Service, you may upload, post, or submit to Cleo, or distribute using Cleo, photographs, text, graphics, video, audio, and other materials and information, including without limitation information submitted by you in connection with the creation of medical records (collectively, "User Data"). User Data will be protected by Cleo in accordance with the Privacy Policy. As between you and Cleo, the User Data remains your property, and Cleo does not claim any ownership of the copyright or other proprietary rights in such information and User Data. Notwithstanding the foregoing, you agree that:

(a) you grant Cleo a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with right to sublicense through multiple tiers, to copy, edit, modify, distribute and use the User Data in connection with operation of the Service; and

(b) you represent and warrant that you own all proprietary rights in your User Data or, with respect to any User Data you do not own, you have the full authority and right to submit the User Data and to grant the licenses granted hereunder, and that your submission of the User Data, and the exercise by Cleo of the license rights granted by you shall not infringe any third party intellectual property rights, nor violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party.

7. Service Restrictions

7.1 You shall comply with all rules and policies applicable to the use of the Service, including those published on the Service from time to time. Without limitation, you shall not:

(a) Use, upload, post, distribute or transmit, any User Data in violation of, or in connection with any violation of, any local, state, national or international laws;

(b) Impersonate any person or entity, or forge or manipulate headers to disguise the origin of any User Data;

(c) Harvest or otherwise collect information about others, including email addresses, without their consent, including by use of spiders, web scraping or other automated means; or

(d) Engage in any other conduct that interferes with the Service or that restricts or inhibits any other person from using or enjoying the Service, or which, in Cleo's sole judgment, exposes Cleo or any of their officers, directors, employees or agents to any liability or detriment of any type.

7.2 Cleo reserves the right (but is not obligated) to do any or all of the following:

(a) Investigate any allegation that User Data or registration information does not conform to the terms and conditions of this Agreement;

(b) remove User Data that is abusive, illegal or disruptive, or that otherwise fails to conform to the terms and conditions of this Agreement; or

(c) monitor, edit, modify, reformat, excerpt, translate or disclose any User Data subject always to the Cleo Privacy Policy.

8. Third Party Websites

The Cleo Website may contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by Cleo. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

9. Ideas Submitted to Cleo

Cleo is pleased to hear from you and welcomes your comments about the Service. In the event that you submit ideas or suggestions about the Service (“Service Comments”), the Service Comments will be deemed, and will remain, the sole property of Cleo. None of the Service Comments will be subject to any obligation of confidence on the part of Cleo, and Cleo will not be liable for any use or disclosure of any Service Comments. Without limiting the foregoing, Cleo will be entitled to unrestricted use of the Service Comments for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Service Comments.

10. Warranty Exclusions and Limitations of Liability

Cleo may pause or interrupt the Service at any time, and Users should expect periodic downtime for updates to the Service. CLEO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (ii) THAT THE SERVICE AND CLEO PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, AND (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR THE CLEO PROPERTY. ARTIFICIAL INTELLIGENCE IS AN EXPERIMENTAL TECHNOLOGY. IT MAY PROVIDE USERS WITH INACCURATE OR INAPPROPRIATE INFORMATION. INFORMATION MAY ALSO BE UNRELIABLE. No advice or information, whether oral or written, obtained by you from Cleo or through the Service will create any warranty not expressly stated herein.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM CLEO ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR

LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE SERVICE OR THE CLEO PROPERTY, EVEN IF CLEO HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CLEO'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU TO CLEO IN THE 12 MONTHS BEFORE THE LIABILITY AROSE, OR IF NO FEES WERE PAID, THE SUM OF \$10. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

11. Indemnity

You shall defend, indemnify and hold harmless Cleo against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys' fees arising in connection with your use of the Service or breach of any provision of this Agreement. Cleo reserves the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to provide indemnification hereunder. You will cooperate with Cleo with respect to such defense and settlement.

12. Privacy Policy

Cleo operates the Service under the Privacy Policy published at https://cleopublic.blob.core.windows.net/website-public/Cleo_Technologies_Privacy_Policy.pdf. Each party shall comply with the Privacy Policy.

13. Geographic Restrictions; Applicable Law

The Service is offered only to Users located in the United States. The Service is operated by Cleo from the United States, and Cleo does not represent or warrant that use of the Service is lawful in other jurisdictions. All matters arising from or relating to the use and operation of the Service shall be governed by the substantive laws of the State of New York, without regard to its conflicts of laws principles. The Uniform Computer Information Transactions Act shall not apply to this Agreement. If you gain access to the Service from locations outside the United States, you will be responsible for compliance with all local laws of any such other location, and in no event will you use the Service in violation of U.S. export laws or regulations.

14. Arbitration and Dispute Resolution

All disputes arising out of or relating to this Agreement or the Service between or among Cleo and Users shall be resolved exclusively by binding arbitration conducted in Albany, New York before a single arbitrator (the "Arbitrator") in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") then in effect and the further procedures set forth herein. In the event that the American Arbitration Association is unavailable or unwilling to administer the arbitration, and the parties are unable to agree to a substitute, a substitute shall be appointed by the court. The Arbitrator shall have authority to issue any and all remedies authorized by law. The arbitration shall be governed by the Federal Arbitration Act, 9

U.S.C. §§ 2 et seq., and the laws of the State of New York without reference to principles of conflicts of laws. Notwithstanding any rules of the American Arbitration Association to the contrary, any claims shall be adjudicated on an individual basis, and YOU WAIVE ANY RIGHT TO BRING ANY CLAIM AS A REPRESENTATIVE OF A PROPOSED CLASS, ON AN AGGREGATED OR MASS BASIS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO CONSOLIDATE ARBITRATION PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES THERETO. Any award rendered by the Arbitrator shall be final, conclusive and binding upon the parties hereto. In connection with any arbitration proceeding pursuant to this Agreement, unless the Arbitrator shall determine otherwise, each party shall bear its own costs and expenses. Notwithstanding the foregoing, you may at your option file an individual claim in any small claims court for disputes or claims within the scope of its subject matter jurisdiction if such court has personal jurisdiction. Cleo does not hereby waive any defense that such jurisdiction may be lacking in your state. Without derogation of the parties' obligation to arbitrate as set forth herein, for any claims other than those in small claims court, jurisdiction for any court proceedings arising out of or relating to this Agreement or the Service shall be vested exclusively in, and venue shall be laid in, the state or federal courts sitting in Albany, New York except that, following confirmation of an arbitration award in a state or federal court in Albany, New York, a judgment arising therefrom may be executed in any court of competent jurisdiction.

You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or Cleo's claims in the arbitration without both your and Cleo's consent. YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST CLEO.

If any part of this Arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this Section 14 shall remain in effect.

15. Suspension, Modifications and Termination

If you use the Service for free services only, you may terminate this Agreement at any time by ceasing to use the Service. Cleo reserves the right to suspend your password and/or access to the Service at any time if it believes you are in breach of this Agreement. For users of free services, Cleo reserves the right to terminate or modify this Agreement or to cease to offer free services at any time, terminate the Service or modify any features or aspects of the Service, or modify its policies at any time, with or without notice to you. If you use the Service, you shall be bound by the version of the Agreement in effect at the time of your use. You are under an obligation to review the current version of this Agreement and other published Cleo policies before using the Service. Sections 2, 3, 5, 6, and 9 through 18, the Business Associate Agreement ("BAA") (if you have entered into a BAA with Cleo), any accrued rights and remedies, and any other provisions that by their nature require survival in order to be effective, shall survive the termination or expiration of this Agreement.

If you have a paid subscription, the term of your subscription shall commence on the date your paid subscription becomes effective and, unless earlier terminated as set forth herein, shall continue for the subscription term you purchased, unless otherwise terminated as described in

this Section 16. Either party may terminate the subscription and this Agreement: (a) if the other party materially breaches this Agreement (including without limitation the BAA), the non-breaching party provides written notice of such breach and the breaching party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or (b) if the other party (i) becomes insolvent or is unable to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

If your account is terminated for any reason or no reason, you agree: (a) to immediately stop using the Service, (b) that the license and rights provided by us under this Agreement shall terminate, and (c) that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with your use of the Service or for termination of access to your account.

Upon any termination of a paid subscription or this Agreement, neither party will be relieved of the obligation to pay any fees due, which accrued before the termination date. In addition to any other remedies it may have under this Agreement, Cleo reserves the right to suspend or terminate Your access to the Service in order to protect Cleo's rights and interests.

16. Force Majeure

In no event shall Cleo be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside Cleo's reasonable control.

17. Third Party Beneficiaries

The provisions of Sections 2, 3, 5, 6, and 9 through 18 of this Agreement are entered into for the benefit of Cleo, its third party licensors, and each of them shall have the right to enforce such provisions of this Agreement directly against you to protect their interests. Except as stated in the preceding sentence, there shall be no third party beneficiaries to this Agreement.

18. Miscellaneous Provisions

4. No delay or omission by Cleo in exercising any of its rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by Cleo of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, "including" means "including but not limited to". If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement (including the Privacy Policy and if applicable, the BAA) sets forth the entire agreement between

you and Cleo regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable or transferable by you to any third party without the prior written consent of Cleo. We may assign this Agreement to any purchaser of the Cleo business. This Agreement may be executed electronically, and your electronic assent or use of the Service shall constitute execution of this Agreement. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a “signing” for all purposes. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of this Agreement. You agree that email to your email address on record will constitute formal notice under this Agreement.

Last Updated: December 5, 2024