WellPrept, Inc. Terms of Service

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Introduction

WellPrept is an operational infrastructure platform for medical practices that connects patient-facing education and staff-facing knowledge through three core products: Foundation (topic-based patient pre-education), Journeys (automated procedure-specific patient communications via SMS, email, and patient portal), and Clarity (a staff knowledge tool). By registering as a WellPrept member or otherwise accessing or using any of our websites or mobile applications, including any related services (collectively, the "Service" or "Services"), whether as a registered member or an unregistered visitor, you are entering into a legally binding contract with WellPrept, Inc. ("WellPrept," "we," "us," or "our"). The following Terms of Service (these "Terms") govern your access to and use of the Service. By accessing the Service, you acknowledge that you have read and understand these Terms, and that you agree to be bound by them. If you do not agree to be bound by these Terms, do not access the Service.

Eligibility and Activities

By accessing the Service, you agree you are a U.S. resident 18 years of age or older and a healthcare professional or authorized representative of a healthcare practice providing content solely for individuals located in the United States. You also agree that any information you provide to us in connection with your account registration is accurate and complete, and that WellPrept may use such information to provide the Service. You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services: • In any way that violates any federal, state or local law or regulation or professional rule applicable to you and your use of the Services including, without limitation, those relating to patient privacy, medical care and treatment including the Health Insurance Portability and Accountability Act (HIPAA), physician self-referrals (the Stark law), or calls, faxes or text messaging (the Telephone Consumer Protection Act and applicable FCC rules). • In any way that violates or conflicts with any agreement to which you are a party, including any agreement with your employer. • To transmit any advertising or promotional materials without our prior written consent, including any "junk mail" or "junk faxes," "bulk mail" or "bulk faxes," "chain letters," "spam," or any other similar solicitation. Additionally, you agree not to: • Attempt to obtain unauthorized access to or interfere with the Service, any WellPrept computer system, software or network, including through reverse engineering, decompiling, deriving source code or uploading malicious code or code snippets. • Introduce into the Service any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful. • Use the Service, or any output from the Service, to train any machine learning or artificial intelligence model without our prior written consent.

HIPAA and Business Associate Agreements

Healthcare practices that use the Service are typically covered entities under HIPAA, and WellPrept acts as a business associate. Before any protected health information is shared with or through the Service, the practice must execute a Business Associate Agreement (BAA) with WellPrept. The terms of the BAA govern WellPrept's handling of protected health information and control in the event of any conflict with these Terms as to that information.

Patient Communications and SMS

Journeys and related features allow practices to send automated SMS, email, and patient portal messages to patients. You agree that: • Patient contact information will only be added to the Service when you have a lawful basis to do so under HIPAA and the TCPA, including the FCC healthcare exemption and any applicable written consent captured through WellPrept's standardized consent flow. • You will not use the Service to send marketing, promotional, billing, collections, or financial solicitation messages. • You will promptly honor any opt-out request a patient communicates to you directly, including by informing WellPrept so that the patient is unsubscribed across all channels. • You will not import or upload patient contact lists that were obtained from third parties, purchased lists, or any source other than patients of your practice. WellPrept reserves the right to suspend or terminate any account that sends content inconsistent with the registered 10DLC campaign use case or that generates carrier complaints, spam reports, or regulatory inquiries.

Privacy Policy

Your access to and use of the Service is also conditioned on your acceptance of and compliance with our Privacy Policy, which describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Service. The Privacy Policy describes your privacy rights, and we encourage you to read it carefully before using our Service.

Subscriptions and Enterprise Agreements

The terms of this section do not apply if you are part of an organization that has executed a separate enterprise agreement or order form with WellPrept. In that case, the terms of the enterprise agreement or order form control and supersede this section as to the items they address.

Subscription period

The Service or some parts of the Service are available only with a paid subscription. You will be billed in advance on a recurring and periodic basis (such as monthly or annually), depending on the type of subscription plan you select when purchasing the subscription. At the end of each period, your subscription will automatically renew under the then current conditions unless you or we cancel it prior to the renewal date.

Subscription cancellations

You may cancel your subscription renewal either through your account settings page or by contacting us at info@wellprept.com. You will not receive a refund for the fees you already paid for your current subscription period, and you will be able to access the Service until the end of your current subscription period.

Credits and pay-as-you-go usage

Certain features of the Service, including Journeys messaging, may be metered on a credit-based pay-as-you-go basis or under a bundle tier. Credits are non-refundable and may expire as described on the applicable pricing page or order form. Unused credits do not carry any cash value.

Billing

By providing a payment method for your subscription, you represent that you are authorized to use that payment method for the associated purchase and you authorize us (or our third party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and charges). You shall provide us with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. Should automatic billing fail to occur for any reason, you are solely responsible for resolving the payment issue and may not use the Service until it is resolved.

Fee Changes

We may modify the subscription fees at our sole discretion and at any time. Any subscription fee change will become effective at the end of your then-current subscription period. We will provide you with reasonable prior notice of any change in subscription fees to give you an opportunity to terminate your subscription before such change becomes effective. Your continued use of the Service after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

Refunds

Except when required by law, paid subscription fees are non-refundable.

Free Trial

We may offer, at our sole discretion, a subscription with a "Free Trial" for a limited period of time. You may be required to enter your billing information in order to sign up for the Free Trial. If you do enter your billing information when signing up for a Free Trial, you will not be charged by us until the Free Trial has expired. On the last day of the Free Trial period, unless you canceled your subscription, you will be automatically charged the applicable subscription fees for the type of subscription you have selected. At any time and without notice, we reserve the right to (i) modify the terms and conditions of any Free Trial offer, or (ii) cancel such Free Trial offer.

User Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a Third-Party Social Media Service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Content and Communications

Your Right to Post Content

Our Service allows you to post content. You are responsible for the content that you post to the Service, including its legality, reliability, and appropriateness. You retain any and all of your ownership rights to any content you submit, post or display on or through the Service and you are responsible for protecting those rights. By posting, uploading or otherwise submitting content and other information to the Service, you grant WellPrept a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, royalty-free, fully-paid up license to copy, prepare derivative works from, improve, distribute, publish, remove, retain, add, process, analyze, index, tag, use and commercialize such content and other information in any media, form or format now known or hereafter developed, in any manner that is consistent with the WellPrept Privacy Policy and applicable law. By submitting ideas, suggestions, or other feedback to WellPrept, you agree that we can use, share and commercialize such feedback for any purpose without restriction and without any obligation to make any compensation to you. You represent and warrant that: (i) the content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

We are not responsible for the content you post. You expressly understand and agree that you are solely responsible for the content and for all activity that occurs under your account, whether done so by you or any third person using your account. You may not transmit any content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable content include, but are not limited to, the following: • Unlawful or promoting unlawful activity. • Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups. • Spam, machine- or randomly-generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of

lottery or gambling. • Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person. • Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights. • Impersonating any person or entity including WellPrept and our employees or representatives. • Violating the privacy of any third person. • False information and features. We reserve the right, but not the obligation, to determine in our sole discretion whether or not any content is appropriate and complies with these Terms, and to refuse or remove such content. We further reserve the right to make formatting and edits and change the manner of any content. We can also limit or revoke the use of the Service if you post such objectionable content.

Content Ownership and Licenses

You retain ownership rights for the content you post. However, we do require you to grant certain rights to WellPrept and other users of our Service: • License to WellPrept. By providing content to the Service, you grant WellPrept a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and our business, including for the purpose of promoting and redistributing part or all of the Service. • License to Other Users of the Service. You also grant other users of the Service a worldwide, non-exclusive, royalty-free license to access your content through the Service, and to use that content, including to reproduce, distribute, prepare derivative works, display, and perform it. For clarity, this license does not grant any rights or permissions for a user to make use of your content independent of the Service.

Content Backups

Although regular backups of content are performed, we do not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, without limitation, content that is corrupted prior to being backed up or that changes during the time a backup is performed. We will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of content. But you acknowledge that we have no liability related to the integrity of content or the failure to successfully restore content to a usable state. You agree to maintain a complete and accurate copy of any content in a location independent of the Service.

Artificial Intelligence Features

Certain features of the Service use artificial intelligence, including large language models, to help draft, summarize, translate, or surface content. AI-generated output is provided as a starting point and may contain errors or omissions. You are responsible for reviewing and verifying AI-generated content before using it in any patient-facing or clinical context. WellPrept does not use patient protected health information to train third-party foundation models, and any use of AI providers is governed by applicable subprocessor and business associate agreements.

Copyright Infringement

We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the Service infringes a copyright or other intellectual property infringement of any person. The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by WellPrept infringe your copyright or trademark rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: • An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest. • A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work. • Identification of the URL or other specific location on the Service where the material that you claim is infringing is located. • Your address, telephone number, and email address. • 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. • A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. You can contact our copyright agent via email at contact@wellprept.com. Upon receipt of a notification, WellPrept will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service. You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.

WellPrept Ownership Rights

Our website, mobile app, and their content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such materials, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The name WellPrept and any of our logos and product and service names are our exclusive trademarks and are owned by us, and you may not use or display such trademarks in any manner without our prior written permission. Any third-party trademarks or service marks displayed on the Services are the property of their respective owners. Your use of the Services grants you no right to reproduce, license or otherwise use any such trademarks, logos or other proprietary marks. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicensable license to access the Service as set forth in these Terms and only as permitted by the features of the Service. Any other use of the Service is strictly prohibited and a violation of these Terms.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by WellPrept. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that WellPrept

shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Disclaimers and Limitation of Liability

Not Medical Advice

The Service is a communication and operational platform. Content delivered through the Service, whether authored by you, authored by WellPrept, or generated by AI features, is not a substitute for professional medical judgment, diagnosis, or treatment. The healthcare practice and its clinicians remain solely responsible for medical decisions and for the accuracy and appropriateness of any clinical content delivered through the Service.

Warranty Disclaimer

WE MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICE, INCLUDING THAT IT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT INFORMATION YOU OBTAIN THROUGH THE SERVICE IS ACCURATE OR COMPLETE. THE SERVICE AND ALL CONTENT, INFORMATION, TOOLS AND FEATURES MADE AVAILABLE THROUGH THE SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ANY AND ALL IMPLIED OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR ACCOUNT.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of WellPrept and any of our related parties under any provision of these Terms and your exclusive remedy for all of the foregoing shall be limited to the greater of (i) the amount actually paid by you through the Service in the twelve months preceding the event giving rise to the claim, or (ii) 100 USD. To the maximum extent permitted by applicable law, in no event shall WellPrept or our related parties be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if WellPrept or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN YOU

AND WELLPREPT UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF OUR AGREEMENT, AND THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

Indemnity

You agree to indemnify and hold harmless WellPrept, its affiliates, officers, agents, employees, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (1) your failure to comply with these Terms, (2) content created and/or posted by you, (3) your use of the Service, and (4) your collection, use, or transmission of patient contact information, including any claim under the Telephone Consumer Protection Act, HIPAA, or state analogs.

Governing Law and Dispute Resolution

These Terms and the Service, as well as all related disputes, are governed by the laws of the State of Massachusetts, without giving effect to its conflict of law provisions, regardless of from where you access the Service. You agree that the exclusive place of jurisdiction for all disputes or claims relating to the Service and/or these Terms is a state or federal court of competent jurisdiction located in Massachusetts.

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right to modify these Terms and any policies applicable to your use of the Service at any time in our sole discretion. When we make a change, we will post the updated Terms to the Service with a new "Last updated" date. We may, and if required by law will, also provide notification of changes in another way that we believe is reasonably likely to reach you, such as by email (if you have an account where we have your contact information) or another manner through the Service. Any modifications to these Terms will be effective upon posting or as otherwise indicated at the time of posting. In all cases, by continuing to use the Service after posting of the updated Terms, you are consenting to the changes.

Entire Agreement

These Terms constitute the entire, complete and exclusive agreement between you and WellPrept regarding your use of the Service and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of these Terms, except that any signed enterprise agreement, order form, or Business Associate Agreement between you (or your organization) and WellPrept controls as to the subjects it covers. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Contact Us

If you have any questions about these Terms, you can contact us by email: contact@wellprept.com.