**BettrAi, LLC Terms of Service**  
**Ver. 08.2025.001**

**Effective Date: February 13, 2025**

### 1. Introduction

These Terms of Service (“**Terms**”) govern your access to and use of BettrAi’s care management software-as-a-service (SaaS) platform and website (www.bettrai.com) (“**Service**”). “We,” “us,” or “BettrAi” refers to BettrAi, LLC. By using the Service, you agree to these Terms and our Privacy Policy.

BettrAi reserves the right to update these Terms from time to time to reflect changes in legal, regulatory, or operational requirements. Any updates will be posted on our website. Continued use of the Services after such updates constitutes acceptance of the revised Terms. BettrAi may make changes to these Terms at any time with prior notice.

The BettrAi platform is designed to assist healthcare providers in delivering patient care plans and coordination tools. However, the platform does **not** replace professional medical advice, diagnosis, or treatment. Patients and users should always consult their licensed healthcare providers before making any medical decisions based on platform information.

### 2. Definitions

* **Services**: The software, platform, and associated support services provided by BettrAi.
* **Customer**: The entity or individual agreeing to these Terms.
* **Authorized Users**: Employees, contractors, or agents permitted to access the Services.
* **Fees**: Charges payable for use of the Services.

### 3. License & Access

BettrAi grants the Customer a limited, non-exclusive, non-transferable, revocable license to use the Services as described herein and in applicable order forms.

Customer shall not reverse engineer, resell, sublicense, or misuse the Services.

BettrAi reserves the right to suspend or terminate access for violations of this Agreement.

The BettrAi platform supports healthcare professionals but does not provide medical services or replace clinical judgment. Users are responsible for verifying all platform data and should rely solely on qualified healthcare professionals for clinical decisions.

### 4. Customer Obligations

**4.1 Non-Solicitation** During the Term and for two (2) years thereafter, Customer shall not, and shall not assist any third party to, directly or indirectly recruit or solicit for employment or engagement any individual employed or contracted by BettrAi who was involved in the provision of Services under this Agreement within the prior twelve (12) months. Violation of this section entitles BettrAi to liquidated damages equal to the prior twelve (12) months’ compensation paid to the applicable individual. Customers agree to: - Maintain confidentiality of login credentials; - Ensure all use of the Services complies with applicable law; - Not store or transmit any unlawful or prohibited content; - Immediately report any security breaches;

Improper use of patient care plans or recommendations may result in unintended consequences. **BettrAi is not responsible for any harm resulting from user error, misuse, or misapplication of its Services.**

### 5. Patient Responsibilities

Patients agree to: - Accurately report their health data and activity; - Follow care plans and instructions from their provider; - Use the platform only as authorized.

**BettrAi is not responsible for health consequences caused by failure to follow medical guidance, communication delays, or misuse of the platform.**

### 6. Providers’ Obligations

Providers are solely responsible for: - Accuracy and appropriateness of any care plans or clinical content shared; - Legal compliance, including HIPAA and state/federal healthcare laws; - Obtaining and maintaining valid patient consents; - Overseeing patient adherence and response to care plans.

**BettrAi does not validate or review medical content and assumes no responsibility for treatment outcomes, clinical errors, or patient actions.**

### 7. No Medical Advice or Responsibility for Care Outcomes

**BettrAi is a technology platform only.** We do not offer medical advice, diagnosis, or treatment.

All clinical decisions, recommendations, and interventions are the responsibility of the licensed healthcare providers using the platform. BettrAi is not liable for any injury, loss, or damages related to treatment plans, patient compliance, provider conduct, or outcomes.

Users acknowledge that they assume full responsibility for their use of the Services and agree to consult with qualified professionals before making care-related decisions.

### 8. Payment & Fees (for Provider Users)

* Customers agree to pay all applicable fees as outlined in the relevant Order Form.
* Payments are due within 30 days of invoice.
* Fees are non-refundable. Late payments may incur interest (e.g. 1.5% per month or as permitted by law).

**8.1 Termination for Material Breach**  
If either Party materially breaches this Agreement, the other Party will provide notice and an opportunity to cure. If uncured within thirty (30) days, the non-breaching Party may terminate the Agreement.

BettrAi may also terminate this Agreement, upon written warning, if Customer violates the Acceptable Use Policy (AUP) more than once, even if prior violations are cured. Failure to pay undisputed amounts for over sixty (60) days is a material breach.

If BettrAi terminates for Customer breach, or Customer terminates for convenience, Customer agrees to pay an early termination fee consisting of: (i) Any unpaid implementation/setup fees; plus (ii) The remaining monthly recurring fees for the current term, calculated as the greater of: (a) The originally estimated recurring fees; or (b) The average monthly fees incurred to date.

### 9. Confidentiality

Both parties agree to protect the confidentiality of each other’s proprietary and non-public information. This obligation survives termination for five (5) years.

### 10. Messaging & Notifications

Service features may include secure messaging, reminders, or health content. Users can manage notification settings or opt out where permitted.

### 11. Disclaimers & Limitations of Liability

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND.

WE EXPRESSLY DISCLAIM LIABILITY FOR: - Health outcomes or treatment failures; - Communication delays or missed messages; - Platform bugs, outages, or downtime; - Medical errors, non-adherence, or negligence by providers or patients.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, BETTRAI IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICE.

Our total liability is limited to fees paid in the twelve (12) months prior to the claim.

### 12. Third-Party Tools & Services

Our platform may integrate with third-party systems (e.g. EHRs, analytics, SMS services). We are not responsible for those providers’ actions, content, or performance.

### 13. Governing Law & Dispute Resolution

This Agreement is governed by Texas law. All disputes shall be resolved via binding arbitration in the State of Texas.

### 14. Force Majeure

Neither party will be liable for failure to perform obligations due to causes beyond their reasonable control.

### 15. Changes to Terms

BettrAi may update these Terms at any time by posting the revised version on its website. Continued use of the Services after changes are posted constitutes acceptance of the updated Terms. BettrAi may modify these Terms at any time by posting updated Terms on its website with prior notice.

### 16. Order of Precedence

If there is a conflict between these Terms and a signed agreement between Customer and BettrAi (such as a Master Services Agreement, Business Associate Agreement, or Statement of Work), the terms of the signed agreement will control. These Terms apply only to the extent they do not conflict with any such written agreement.

### 17. Entire Agreement

These Terms, along with any applicable Order Forms and our Privacy Policy, constitute the entire agreement between the parties.

**Contact:** For questions or concerns, please contact us at support@bettrai.com.