Heidi Terms of Service

Version 2.0 · Effective: September 2026

These Terms of Service ("Terms") govern your access to and use of the website, software applications and related services known as "Heidi" (the "Platform"), provided by the Heidi contracting entity for your location identified in section 15 ("Heidi", "we", "us", "our"). These Terms take effect for you when validly accepted or otherwise adopted in accordance with your existing agreement and applicable law. Subject to the paragraph below, they replace the Heidi Terms of Use dated November 13, 2023 only from the date these Terms take effect for you.

If your organisation has an agreement with Heidi. If you use the Platform under an agreement between Heidi and an organisation (such as a clinic, hospital or health service), that agreement governs your organisation's and your use of the Platform. These Terms do not supplement or replace that agreement unless expressly adopted through its required agreement mechanism. Applicable Product Terms may supplement that agreement for additional products or features to the extent those products or features are activated or used, as permitted by that agreement and applicable law; where that agreement requires affirmative acceptance, Heidi will obtain it from a person authorised to bind your organisation. If you use a patient-facing Heidi app, separate patient terms apply.

Documents that form part of these Terms: our Usage Policy (https://www.heidihealth.com/legal/usage-policy), applicable Product Terms (https://www.heidihealth.com/legal/product-terms), and Support and SLA (https://www.heidihealth.com/legal/support-and-sla), in each case within its stated scope and as updated in accordance with these Terms. The Privacy Policy (https://www.heidihealth.com/legal/privacy-policy) explains how we handle information. The Heidi Global Data Processing Agreement (the "DPA", https://www.heidihealth.com/legal/data-processing-agreement) and, where applicable under section 5, the Heidi Business Associate Agreement (the "BAA", https://www.heidihealth.com/legal/business-associate-agreement) also form part of these Terms, except that any existing DPA or BAA between the parties continues unless expressly replaced through the required agreement mechanism. Product-specific terms apply only to the relevant products or features. Where additional terms or a commercial offer are presented in the Platform for a product or feature ("Supplemental Terms"), the additional terms supplement these Terms and apply to the extent you or your authorised users activate or use that product or feature; activation or use constitutes acceptance only to the extent permitted by the applicable agreement and applicable law, and where affirmative acceptance is required we will obtain it from you or a person authorised to bind the customer. A commercial offer, and any additional purchase, automatic top-up, overage charge or subscription change, takes effect only on the separately disclosed offer and express acceptance section 3 requires. Listing a product on the Product Terms page does not purchase or enable it. If incorporated documents conflict, the DPA and BAA control within their respective subject matter as provided in those instruments; otherwise these Terms control, followed by the Product Terms, the Support and SLA within its scope, the Usage Policy and any Supplemental Terms, except to the extent a specific variation is expressly and validly agreed. Neither Product Terms nor Supplemental Terms alone replace an existing DPA or BAA or enlarge the data-use permissions in them.

1. Who may use Heidi

1.1. The Platform is designed for use by health professionals. You must be at least 18 years old, have the authority to enter into these Terms, and use the Platform only in connection with your professional practice. You are responsible for compliance with the laws and professional obligations that apply to you. If you accept on behalf of an organisation, you represent that you are authorised to bind that organisation.

1.2. **Verification.** We may verify your status as a health professional — including against public registries such as professional registration bodies and, in the United States, the NPPES (NPI) registry — and may make access to the Platform, particular features, plans or offerings conditional on verification.

2. Your account

2.1. You must register for an account, provide accurate information, and keep it current. Your account is personal to you: you must keep your credentials secure, must not share your account, and are responsible for all activity on it. Tell us immediately at support@heidihealth.com if you suspect unauthorised use.

3. Plans, trials, billing and renewal

3.1. **Plans.** We offer free and paid plans. The features, usage allowances and prices of each plan are described on our website or in the Platform. We may change the features of any plan (including the free plan) over time; section 14 applies to material adverse changes.

3.2. **Fees.** Fees for paid plans are payable in advance for your chosen subscription period, in the currency stated at purchase, and are inclusive of the plan's stated usage allowances. Usage-based features consume only the allowances or credits allocated or expressly authorised for those features under your plan, your order or an applicable Platform offer. Activating an additional feature does not by itself change your existing subscription, price or inclusions. Use of a different allowance or purchased balance requires express authorisation identifying that balance and scope. Any additional purchase, automatic top-up, overage charge or subscription change requires a separately disclosed offer and express acceptance, except to the extent already expressly agreed for the relevant usage. Fees exclude taxes, which you are responsible for where applicable.

3.3. **Renewal and cancellation.** Paid subscriptions renew automatically at the end of each subscription period, at the then-current price for your plan, unless you cancel before the end of the current period. **You can cancel at any time in your account settings**, with effect from the end of the current period. We will send a reminder before renewal where required by law. Except as stated in these Terms or required by law, fees are non-refundable and we do not provide credits for partial periods.

3.4. **Price changes.** We may change the price of a paid plan on at least 30 days' notice, effective from your next renewal. This notice and renewal rule applies to subscription fees. Credit consumption rates are governed by the Product Terms, which form part of these Terms. Those rates may be updated during a subscription period as section 1.6 of the Product Terms permits, without a separate amendment,

further acceptance or a minimum notice period, except as required by applicable law. Any expressly agreed fixed credit rates prevail for their agreed period. Such updates do not change the subscription fee or quantity of credits included or purchased, or authorise any additional spending or use of a balance not already authorised.

3.5. **Trials.** Free trials convert to a paid subscription at the end of the trial only if we clearly disclosed the subscription, price and conversion date at sign-up and you expressly agreed to that conversion; otherwise the trial simply ends. Complimentary usage of an additional feature does not change the status or terms of your existing subscription. When that usage ends, any continuing included allowance remains available as agreed; further usage requires an applicable allowance or express spending authorisation. Trials and previews are provided as-is and may be changed or withdrawn at any time, subject to any commitments in the accepted offer.

4. Free plans: sponsored content and model improvement

4.1. **What free means.** Our free plan is funded differently from paid plans. If you use the Platform on a free plan, you agree that the plan includes the two things described in this section. **Paid individual plans do not include sponsored content, and we do not use Content from paid individual plans, or De-identified Information derived from that Content, to train our models.** Complimentary access to an additional feature, including a trial or promotional usage grant, does not turn a paid customer into a free-plan customer or change the data-use permissions applicable to that customer's Content.

4.2. **Sponsored content.** Free plans may include clearly labelled sponsored content in some regions (currently the United States). Sponsored content is selected within Heidi using de-identified, segment-level topics derived from how our free offering is used. **We never provide sponsors or advertising platforms with your identity, your queries, your notes or transcripts, or any Health Information, and sponsors receive only aggregate, de-identified reporting.** Sponsors have no influence over the outputs the Platform generates for you. We may use your professional and verification information (such as specialty and NPI status) to determine eligibility. Our Privacy Policy describes this in more detail, together with your choices.

4.3. **Model improvement (training).** If you use the Platform on a free plan, you agree that we may create De-identified Information from your Content — first removing information that identifies you, your organisation or any patient — and use it to develop, train, test and improve our models, products and services, including for research, quality assurance and safety testing. **We do not use Health Information as an input to train our models; we will not attempt to re-identify De-identified Information; and we require the same commitment from anyone we share it with.** This section applies to Content from your use of the Platform on a free plan on or after the date these Terms validly take effect for you. "Content" has the meaning given in section 5.1, and each of "De-identified Information" and "Health Information" has the meaning given in our Privacy Policy.

4.4. **Feedback and safety.** Regardless of plan, content you submit as feedback, and content flagged by our safety systems, may be reviewed by our team and used to

improve the safety of the Platform. Any such review or use remains subject to the data-use limits in sections 4 and 5 and the applicable DPA and BAA; this paragraph does not grant an additional right to train models.

5. Your data, privacy and patient information

5.1. **Your Content is yours.** As between you and Heidi, you retain all rights in the data and content you provide to the Platform and, to the extent permitted by law, you own the outputs the Platform generates for you (together, your "Content"). You grant us a non-exclusive, royalty-free licence to host, process and reproduce your Content as necessary to provide, operate, maintain, secure and support the Platform, to address technical problems, to comply with law, and as section 4 permits for free plans.

5.2. **Patient information.** Where you use the Platform to process information about patients, we process that information as your service provider on your instructions, and the DPA is incorporated into these Terms and applies. You are responsible for holding all authorisations and consents required in your jurisdiction to disclose patient information (including Health Information) to Heidi so that we can provide the Platform, and for complying with your professional and legal obligations, including obtaining patient consent to recording where required.

5.3. **HIPAA.** If you are a "covered entity" or "business associate" under HIPAA and your Content includes protected health information, the BAA applies as described in the BAA; an existing BAA between the parties continues unless expressly replaced, and otherwise valid acceptance of these Terms includes execution of the BAA in accordance with its terms.

5.4. **Privacy.** Our Privacy Policy explains how we handle your information, your rights, and how to exercise them. You can delete your Content or your account at any time in your settings; our Privacy Policy describes retention and deletion.

5.5. **Usage Data.** Subject to applicable law, the Privacy Policy and any applicable DPA or BAA, we may collect, generate, process, use and retain technical and operational information about your access to and use of the Platform, such as feature-use counts, credit consumption, timestamps and performance or diagnostic data ("Usage Data"), to operate, secure, support, test and improve the Platform, calculate usage and administer your plan. We may share Usage Data with service providers acting on our behalf for those purposes. Usage Data excludes your Content and Health Information. Personal information within Usage Data remains protected under the instruments identified above. This paragraph does not expand the model-training permissions in section 4, authorise advertising tracking or override applicable privacy choices or consent requirements.

6. Acceptable use

You must comply with our Usage Policy and the applicable Product Terms, and you must not: use the Platform in violation of law or the rights of others; sublicense, resell or transfer access; reverse engineer the Platform except as the law permits notwithstanding this restriction; use automated means to access or scrape the Platform except through interfaces we provide; interfere with or circumvent usage limits or security; supply data

you know to be false or misleading; use the Platform or its outputs to develop or train a competing product or service; or use the Platform for purposes prohibited by applicable AI laws. We may apply reasonable usage limits from the start of access as described in the Usage Policy, including its fair-use controls for complimentary or unmetered access and safeguards for agreed prices and purchased or stated promotional allowances, and our systems may screen queries and activity for misuse, fraud or unsafe use and may decline, limit or flag activity for review.

7. AI outputs and clinical responsibility

7.1. The Platform uses artificial intelligence, and outputs are probabilistic: they may at times be inaccurate, incomplete or contextually inappropriate. **You must review and verify every output before relying on it or using it in patient care.** The Platform and its outputs support your administrative workflows; they are not medical or healthcare advice, do not constitute a medical device except where we expressly state a regulatory classification, and are not a substitute for your professional judgement. All clinical decisions remain your sole responsibility, and you must not represent otherwise.

7.2. Where a feature can carry out tasks at your direction (including in accounts or systems you connect), you are responsible for the instructions you give, for reviewing actions the feature proposes, and for approving any action before it creates or alters a clinical record, a prescription, an order, a claim or a payment, sends external correspondence, shares information with another person, or creates or changes a file.

7.3. **Tell us** immediately at support@heidihealth.com if you become aware of any incident in which the Platform has caused or could cause harm, or of any defect or safety concern.

8. Integrations, connected accounts and third-party services

The Platform can connect with third-party systems (such as an EMR, practice management system, email or calendar) at your direction. You are responsible for your use of those systems and for ensuring you have the rights and permissions needed for Heidi to access them on your behalf; their terms and privacy policies apply to them. Some functionality is provided by third parties, and additional terms notified to you may apply to it. We are not responsible for third-party services and do not guarantee any integration will remain available.

9. Intellectual property

9.1. Heidi and its licensors own all rights in the Platform and all related software, models, interfaces and materials (excluding your Content) ("Heidi Materials"). We grant you a limited, revocable, non-exclusive, non-transferable licence to use the Platform in accordance with these Terms for the duration of these Terms. No other rights are granted.

9.2. **Feedback.** You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence to use feedback and suggestions you provide, without restriction or obligation; we will not identify you in connection with feedback

without your consent. This licence does not expand our rights to personal information, Health Information or other Content under sections 4 and 5, the DPA or the BAA, or permit publication of your routines or templates without separately agreed permission. Any permission to publish or share a community submission is limited to the permission expressly presented and accepted for that submission; private use of a routine or template does not itself grant publication rights.

9.3. Given the nature of AI, outputs may not be unique, and other users may receive similar outputs; your rights in your Content do not extend to other users' content or outputs.

10. Confidentiality

You must keep confidential any non-public information you obtain about Heidi or the Platform, and use it only as needed to use the Platform. This does not apply to information that is public other than through your breach, that you obtained independently, or that the law requires you to disclose.

11. Suspension and termination

11.1. You may stop using the Platform and delete your account at any time in your settings or by emailing support@heidihealth.com.

11.2. We may suspend or restrict your access if you materially breach these Terms (including the Usage Policy), if suspension is necessary to prevent harm to the Platform, other users, patients or any third party, or if required by law — with notice where practicable. We may terminate these Terms: (a) if you materially breach them and do not cure within 14 days of notice (or immediately where the breach cannot be cured or creates safety or legal risk); (b) if we withdraw the Platform or your plan from the market, in which case we will give reasonable notice and provide a pro-rata refund of prepaid fees; or (c) where necessary to comply with law.

11.3. On termination: your licence ends; you must pay any outstanding amounts; you may request export of your retained Content within 30 days, subject to any longer period or different return or deletion requirement in the applicable DPA or BAA, and we will retain, return and delete Content in accordance with those instruments and our Privacy Policy; and provisions intended to survive (including sections 4.3 (as to De-identified Information already created), 5, 9, 10, 12, 13 and 15) survive.

12. Disclaimers and liability

12.1. Except as expressly stated in these Terms and to the maximum extent permitted by law, the Platform and its outputs are provided "as is", and we disclaim all implied warranties, including merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Platform will be uninterrupted or error-free.

12.2. To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential, exemplary or punitive damages, or loss of

revenue, data or business opportunity, arising out of or in connection with these Terms.

12.3. To the maximum extent permitted by law, each party's total aggregate liability arising out of or in connection with these Terms is limited to: (a) if you are on a paid plan, the fees you paid for the Platform in the 12 months before the first event giving rise to liability; or (b) if you are on a free plan or trial, US$100. These limits do not apply to your payment obligations, either party's wilful misconduct or fraud, your indemnity obligations, or liability that cannot lawfully be limited. Complimentary access to an additional feature does not change the liability terms applicable to your existing paid services.

12.4. **Consumer rights.** Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded — including under the Australian Consumer Law and equivalent laws elsewhere. Where liability under a non-excludable guarantee may lawfully be limited, our liability is limited, at our option, to re-supplying the affected services or paying the cost of re-supply.

13. Indemnity

You will indemnify and hold harmless Heidi and its related bodies corporate from and against third-party claims, liabilities and expenses (including reasonable legal fees) arising from: (a) any claim by a patient relating to your acts or omissions; (b) your breach of law or professional obligations in connection with the Platform; or (c) your use of the Platform in violation of these Terms, except, in each case, to the extent caused by Heidi's negligence, unlawful conduct or wilful misconduct.

14. Changes to these Terms

14.1. We may update these Terms from time to time. For material changes we will give you reasonable advance notice — at least 30 days where practicable — through the Platform, by email or by an alert, including details of the change. Changes required by law or addressing safety or security may take effect sooner. Credit-rate updates permitted under section 3.4 are governed by that section; the notice, acceptance and termination provisions of this section do not apply to those updates. This does not limit any rights that cannot lawfully be excluded.

14.2. If a change materially and adversely affects your use of the Platform or your rights under these Terms, you may terminate these Terms and your account before the change takes effect, and if you are on a paid plan we will provide a pro-rata refund of prepaid fees for the remainder of your subscription period. Continued use after the notified effective date constitutes acceptance only where permitted by the applicable agreement and law; where affirmative acceptance is required, we will obtain it before the change applies. The applicable Product Terms and any Supplemental Terms apply to an additional product or feature to the extent you or your authorised users activate or use it; activation or use constitutes acceptance only where permitted by the applicable agreement and applicable law, and where affirmative acceptance is required we will obtain it before those terms apply. Choosing not to use an additional product or feature does not itself change your existing subscription or rights under the governing agreement.

15. Governing law and contracting entity

Your contracting entity, governing law and courts depend on your location:

Your location	Heidi entity	Governing law	Courts
United States	Heidi Health Corp.	Delaware	Federal and state courts of Delaware
United Kingdom	Heidi Health Ltd (registered in England and Wales, company number 15878893)	England and Wales	Courts of London
Australia	Heidi Health Trading Pty Limited	Victoria, Australia	Courts of Victoria and Federal Court of Australia
Canada	Heidi Health Canada Inc.	Ontario, Canada	Courts of Ontario
New Zealand	Heidi Health Trading Pty Limited	New Zealand	Courts of New Zealand
All other countries	Heidi Health Trading Pty Limited	Victoria, Australia	Courts of Victoria and Federal Court of Australia

If the law of your place of residence grants you non-waivable rights or a right to bring proceedings in your local courts, nothing in this section takes those away. We may update the table prospectively in accordance with section 14. A table update does not by itself transfer an existing agreement to a different Heidi entity or change an existing governing-law or jurisdiction provision; any such change must comply with these Terms and applicable law.

16. Dispute resolution — users in the United States

16.1. **Application.** This section applies if you live in, or access the Platform from, the United States. It governs any dispute, claim or controversy between you and Heidi arising out of or relating to these Terms or the Platform (a "Dispute"), except the matters in section 16.5. It does not apply to organisations with a separately negotiated agreement with Heidi.

16.2. **Informal resolution first.** Before either of us starts arbitration, the party raising the Dispute must send the other a written notice describing the Dispute and the outcome sought (to Heidi: compliance@heidihealth.com, subject "Dispute Notice", including the email address on your account). For 60 days after the notice, you and we will try in good faith to resolve the Dispute, including by a telephone or video conference if either party requests one; you and we must personally participate,

and lawyers may attend. Completing this process is a condition to starting arbitration, and all limitation periods are paused while it runs.

16.3. **Binding arbitration.** If we cannot resolve the Dispute informally, it will be resolved by final and binding arbitration on an individual basis, administered by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures and, where applicable, its Supplemental Rules for Mass Arbitration Filings; if NAM is unavailable, the parties will select the American Arbitration Association under its Consumer Arbitration Rules. The Federal Arbitration Act governs this section. The arbitrator decides all issues, except that a court decides issues relating to the scope, enforceability and interpretation of sections 16.4 and 16.6. Arbitration will be conducted by videoconference where possible, or in the county where you live. If your claim is for US$10,000 or less, Heidi will pay all administration and arbitrator fees beyond the equivalent of your local small-claims filing fee, unless the arbitrator finds the claim frivolous.

16.4. **Class action and jury waiver.** You and Heidi each waive the right to a trial by jury and the right to participate in a class, collective, consolidated or representative action. The arbitrator may award relief only to the individual party and only to the extent necessary to resolve that party's claim. If a court finds this section 16.4 unenforceable as to a particular claim, that claim (and only that claim) must be brought in court under section 15, and this section 16 is void as to it.

16.5. **Exceptions.** Either party may (a) bring an individual claim in small-claims court; and (b) seek injunctive or other equitable relief in court for actual or threatened infringement or misuse of intellectual property or confidential information, or unauthorised access to the Platform.

16.6. **Batch arbitration.** If 25 or more demands for arbitration raising similar Disputes are filed against Heidi by the same or coordinated counsel or organisations, the demands will be resolved in staged batches: the administrator will group them into batches of up to 50, a single arbitrator will be appointed per batch, and only one batch will proceed at a time, beginning with a first batch selected half by claimants' counsel and half by Heidi. After the first batch concludes, the parties will participate in a global mediation before further batches proceed. If a court finds this section unenforceable, the demands may be brought in court under section 15.

16.7. **Your right to opt out.** You may opt out of sections 16.3 to 16.6 by emailing compliance@heidihealth.com within 30 days of first accepting these Terms (or, if you are an existing user, within 30 days of these Terms first taking effect for you), with the subject "Arbitration Opt-Out" and the name and email address on your account. Opting out does not affect any other part of these Terms.

16.8. **Changes and survival.** If Heidi changes this section 16 after you accept these Terms, you may reject the change by written notice within 30 days of the change taking effect, in which case the version you last accepted continues to apply between us. This section survives termination of these Terms and your account.

17. General

Subject to the provisions above concerning organisation agreements and existing data-protection instruments, these Terms (with the documents they incorporate) are the

entire agreement between us about the services governed by them and replace the Heidi Terms of Use dated November 13, 2023 from the date these Terms validly take effect for you. They do not supersede a separately negotiated agreement unless expressly agreed through its required agreement mechanism. You may not assign these Terms; we may assign them to an affiliate or in connection with a merger, acquisition or sale of assets. Neither party is liable for delay or failure caused by events beyond its reasonable control (except payment obligations). The parties are independent contractors. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder stays in effect. Notices to Heidi: support@heidihealth.com (legal notices: compliance@heidihealth.com); notices to you: the email on your account or in-Platform notice.