

HelpAI Terms of Service

Effective Date: July 23, 2026

Last Updated: July 23, 2026

These Terms of Service ("Terms") govern your access to and use of the websites, web and mobile applications, patient communications, and related services (collectively, the "Services") provided by **Help.AI Solutions, LLC** ("HelpAI," "we," "us," or "our") and, where clinical services are delivered, by **HelpAI Medical Group, PLLC** ("HMG"). By accessing or using the Services — including by clicking to accept these Terms, creating an account, or responding to a message from us — you agree to be bound by these Terms. If you do not agree, do not use the Services.

Please also review our [Notice of Privacy Practices](#), which is incorporated into these Terms by reference and describes how we collect, use, and protect information.

1. Who We Are

HelpAI operates through two related entities with distinct roles:

- **Help.AI Solutions, LLC** is the technology platform company. It develops and operates the clinical intelligence platform that produces standardized preoperative evaluations and supports the operational workflows behind the Services. HelpAI is a technology and operations provider — it does not practice medicine, provide clinical services, or establish a provider-patient relationship.
- **HelpAI Medical Group, PLLC** is a licensed medical group that provides telehealth-based clinical evaluations, validates findings, and documents medical necessity through licensed clinicians. Any clinical care, medical decision-making, and provider-patient relationship exists solely with HMG and its clinicians — not with the technology platform.

Where these Terms refer to "HelpAI," they refer to Help.AI Solutions, LLC unless the context concerns clinical services, in which case HMG is the responsible party.

2. The Services Are Not Medical Advice or Emergency Care

The HelpAI platform generates standardized, decision-support information intended to inform preoperative evaluation. **Platform outputs are not medical advice and are not a substitute for the independent clinical judgment of a licensed provider.** Medical decision-making is performed and documented by licensed clinicians within HMG, and day-of-treatment decisions remain with the responsible on-site clinical team.

Ultimate responsibility remains at the point of care. The treating physician, anesthesiologist, surgeon or proceduralist, and the healthcare facility responsible for the patient retain sole and ultimate responsibility for patient evaluation, verification of clinical information, obtaining informed consent, medical decision-making, and all treatment decisions on the day of care. Nothing generated by or provided through the Services relieves any provider or facility of these responsibilities, and each provider must exercise independent clinical judgment and comply with the applicable standard of care.

The Services are not for medical emergencies. If you are experiencing a medical emergency, call 911 or go to the nearest emergency room immediately. Do not use the Services, and do not rely on any message, form, or link, to obtain emergency care.

3. Artificial Intelligence and Clinical Decision Support

The platform uses artificial intelligence, machine learning, and deterministic, rules-based clinical algorithms to aggregate data and generate standardized preoperative evaluations. These technologies function solely as clinical decision-support tools. They do not practice medicine, make diagnoses, or render medical decisions.

All medical judgment, interpretation of findings, and clinical decision-making remain with licensed clinicians — the HMG clinicians who review and validate evaluations and, at the point of care, the patient's treating providers. AI- and algorithm-generated outputs may contain errors or omissions and must be independently reviewed and verified by a qualified clinician before being relied upon.

4. Third-Party Clinical Data Sources

To generate evaluations, the Services aggregate and rely on clinical and related information obtained from third-party data sources. These may include, without limitation, electronic health record (EHR) systems; health information networks and exchanges (such as Carequality and CommonWell); pharmacy and prescription data sources (such as Surescripts and pharmacy benefit managers); laboratories; imaging providers; payers; and other healthcare data providers.

HelpAI does not create, control, or independently verify this third-party information and is not responsible for its accuracy, completeness, currency, or timeliness. Information received from these sources may be incomplete, outdated, delayed, or contain errors. Platform outputs derived from such data are only as reliable as the underlying data, and clinicians must independently verify any information material to clinical decision-making.

5. Eligibility and Accounts

You must be at least 18 years old and capable of forming a binding contract to use the Services. If you use the Services on behalf of an organization (such as a health system, surgical practice, or payer), you represent that you are authorized to bind that organization to these Terms.

If the Services provide you with an account or sign-in credentials, you are responsible for maintaining the confidentiality of your credentials and for all activity under your account. You agree to use approved authentication (including multi-factor authentication where required), to keep your contact information accurate, and to notify us promptly of any unauthorized use. We may suspend or terminate access that we reasonably believe is unauthorized, insecure, or in violation of these Terms.

6. Patient Communications and SMS/Text Messaging

As part of the Services, HelpAI and HMG may contact patients by email and SMS text message regarding preoperative care — including secure evaluation links, consent and appointment confirmations, and evaluation reminders.

By providing your mobile number and consenting (for example, through a patient intake or referral form, or by opting in), you agree to receive transactional text messages related to your care. The following terms apply to our messaging program:

- **Purpose:** Messages are transactional and relate to your preoperative evaluation, consent, scheduling, and care coordination.
- **Message frequency:** Message frequency varies based on your care activity.
- **Cost:** Message and data rates may apply, depending on your mobile carrier and plan.
- **Opt out:** You may opt out at any time by replying STOP to any message. After you reply STOP, we will send one confirmation and will not send further messages, except as required to complete a transaction you initiated.
- **Help:** Reply HELP for assistance, or contact us using the information in the Contact Us section below.
- **Carriers:** Mobile carriers are not liable for delayed or undelivered messages.

Consenting to receive text messages is not a condition of receiving clinical care. Standard opt-out will not affect care you have already scheduled. Handling of information collected through messaging is described in our Notice of Privacy Practices.

7. Privacy and Protected Health Information

Your privacy is important to us. Our collection and use of information, including protected health information ("PHI"), is described in the [HelpAI Medical Group Notice of Privacy Practices](#) provided by HMG.

Under HIPAA, HMG acts as a Covered Entity and Help.AI Solutions, LLC acts as a Business Associate that accesses PHI only as necessary to operate the platform on HMG's behalf. Our technology subcontractors are engaged as subcontracted Business Associates under written agreements. To the extent any provision of these Terms conflicts with HIPAA, applicable privacy law, or an applicable Notice of Privacy Practices with respect to PHI, those requirements control.

8. Data Security

HelpAI employs industry-standard administrative, technical, and physical safeguards designed to protect information handled through the Services, consistent with applicable law including HIPAA. However, no method of electronic transmission or storage is completely secure, and no system can be guaranteed to be immune from unauthorized access, breach, interception, or failure.

Accordingly, while we work diligently to protect information, we cannot and do not guarantee the absolute security of information transmitted to or stored by the Services. You are responsible for safeguarding your own credentials and for using the Services in a secure manner.

9. Service Availability

We strive to keep the Services available, but access may be interrupted. The Services may be unavailable or limited from time to time due to scheduled maintenance, security updates, emergency maintenance, upgrades, or modifications to features or functionality. We may modify, suspend, or discontinue all or part of the Services at any time.

We do not guarantee that the Services will be available on an uninterrupted, timely, or error-free basis, and, subject to any obligations under applicable law or a separate written agreement, we are not liable for any unavailability, delay, or resulting consequences.

10. Acceptable Use

You agree not to:

- use the Services in violation of any applicable law, regulation, or third-party right;
- access, or attempt to access, accounts, data, or systems you are not authorized to access;
- interfere with, disrupt, probe, or attempt to gain unauthorized access to the Services or their underlying infrastructure;
- introduce malware or any harmful or disruptive code;
- copy, scrape, reverse engineer, decompile, or create derivative works from the Services except as permitted by law;
- misrepresent your identity or authority, or submit false, misleading, or fraudulent information; or
- use the Services to send unsolicited or unlawful communications.

We may investigate and take appropriate action, including suspending or terminating access, for any violation of this Section.

11. Intellectual Property

The Services and all associated intellectual property are owned by HelpAI or its licensors and are protected by intellectual property and other laws. This includes, without limitation: the platform software and source code; the clinical intelligence engine; workflows and clinical pathways; interview logic and question sets; prompts and prompt templates; procedure and content libraries; deterministic, rules-based algorithms, models, and scoring and risk-stratification logic; user interfaces and designs; and the structure, format, and content of generated evaluations, reports, and documentation (excluding a patient's own underlying health information and any medical records owned by a provider or facility).

Subject to your compliance with these Terms, HelpAI grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for their intended purpose. No other rights are granted, and all rights not expressly granted are reserved. You may not copy, modify, reverse engineer, decompile, create derivative works from, or otherwise exploit any of the foregoing except as expressly permitted by these Terms or applicable law.

Feedback you provide about the Services is given voluntarily, and we may use it without restriction or obligation to you.

12. Third-Party Services

The Services rely on and may link to third-party services (for example, messaging, identity/sign-in, hosting, and health-data integration providers). Your use of a third-party service may be subject to that provider's own terms and privacy practices. We are not responsible for third-party services and do not endorse them by making them available through the Services.

13. Disclaimers

Except as expressly stated in these Terms or required by law, the Services are provided **"as is" and "as available," without warranties of any kind**, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not

warrant that the Services will be uninterrupted, error-free, secure, or free of harmful components, or that platform outputs will be complete or suitable for any particular clinical or business decision. This Section does not limit any warranty or protection that cannot be excluded under applicable law, and nothing in these Terms limits any patient right or provider obligation arising under applicable healthcare or consumer-protection law.

14. Limitation of Liability

To the maximum extent permitted by law, HelpAI, HMG, and their respective officers, employees, contractors, and agents will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, data, or goodwill, arising out of or related to your use of, or inability to use, the Services — even if advised of the possibility of such damages.

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability related to the provision of clinical services.

15. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless HelpAI and HMG and their respective officers, employees, contractors, and agents from and against any claims, damages, liabilities, and reasonable expenses (including reasonable attorneys' fees) arising out of your violation of these Terms, your misuse of the Services, or your violation of any law or third-party right.

16. Force Majeure

Neither HelpAI nor HMG will be liable for any failure or delay in performance to the extent caused by events or conditions beyond its reasonable control, including acts of God, natural disasters, fire, flood, or severe weather; epidemics or pandemics; war, terrorism, civil unrest, or governmental actions, orders, or restrictions; labor disputes; power or telecommunications failures; internet or network outages; cyberattacks, denial-of-service attacks, or other malicious activity; and failures or disruptions of third-party services, vendors, or data sources. This Section does not excuse any obligation that cannot be limited under applicable law, including obligations relating to the safeguarding of protected health information.

17. Government Program Compliance

Nothing in these Terms limits, waives, or alters any right, protection, or benefit afforded to beneficiaries of Medicare, Medicaid, or any other federal or state healthcare program under applicable law. To the extent any provision of these Terms conflicts with such rights or with requirements applicable to government program beneficiaries, those rights and requirements control.

18. Termination

You may stop using the Services at any time. We may suspend or terminate your access to the Services, in whole or in part, at any time if we reasonably believe you have violated these Terms, if required to protect the Services or other users, or as necessary to comply with law. Sections that by their nature should survive termination — including those addressing Privacy and Protected Health Information, Data Security, Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, Force Majeure, Government Program Compliance, and Governing Law — will survive.

19. Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the "Last Updated" date above and, where appropriate, provide additional notice. Changes are effective when posted unless otherwise stated. Your continued use of the Services after changes take effect constitutes acceptance of the revised Terms.

20. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of North Carolina, without regard to its conflict-of-laws principles. Subject to any applicable law that provides otherwise, you agree that the state and federal courts located in North Carolina will have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the Services, and you consent to personal jurisdiction and venue in those courts.

21. General

These Terms, together with the Notice of Privacy Practices and any additional terms you agree to for specific Services, constitute the entire agreement between you and HelpAI regarding the Services. If any provision is found unenforceable, the remaining provisions will remain in full effect. Our failure to enforce any provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets. Headings are for convenience only.

22. Contact Us

If you have questions about these Terms or the Services, contact us at:

Help.AI Solutions, LLC

PO Box 2434, Atlantic Beach, NC 28512-2434

Email: contact@helpaisolutions.com