

Kyron Medical Terms of Service

Last Revised: June 1, 2025

Please read these Terms of Service (“Terms”) carefully. They govern your use of the websites, software applications, and other online services (collectively, “Services”) provided by Kyron Medical, Inc. (“Kyron Medical,” “we,” “us,” or “our”).

The Services include, but are not limited to, our Voice AI for payer interactions, our Letter of Appeal Generation AI for insurance denial appeals, and any other solutions we provide to you as a healthcare provider or medical biller.

By accessing or using the Services, you are agreeing to these Terms and our associated policies, which are incorporated by reference. These Terms form a binding legal agreement between you and Kyron Medical.

These Terms are to be read in conjunction with the **Business Associate Agreement (“BAA”)** executed between you and Kyron Medical. In the event of a conflict between these Terms and the BAA, the BAA shall govern with respect to the handling of Protected Health Information (PHI).

These Terms contain provisions that limit our liability to you and require you to resolve disputes individually through final and binding arbitration. This means you waive any right to have a judge or jury decide your case and that you cannot bring claims in a class action lawsuit. Please see the “Disclaimers,” “Limitation of Liability,” and “Governing Law and Dispute Resolution” sections below for more information.

1. Changes to These Terms

We may make changes to these Terms at any time. If we make material changes, we will notify you by posting the updated Terms on the Services and updating the “Effective Date” above. Any changes will be effective at the time of posting. Your continued use of the Services after such a posting constitutes your acceptance of the new Terms.

2. Accounts and Access

To use our Services, you must create an account. You agree to provide true, accurate, current, and complete information during the registration process and to update such information to keep it accurate. You are responsible for all activity that occurs in your account and for safeguarding your password and any multi-factor authentication credentials. You agree to notify us immediately of any unauthorized use of your account.

3. Description of Services

Kyron Medical provides AI-driven services to help healthcare providers streamline revenue cycle management. Our Services, including Voice AI and Letter of Appeal Generation AI, process data you provide to generate outputs such as call scripts and draft appeal letters. The Services are designed to operate as tools to assist your qualified personnel, not to replace professional judgment.

4. Your Data and Responsibilities

You and your authorized users may provide data, including PHI, to our Services for processing. This data is referred to as “Your Data.” As between you and Kyron Medical, you retain all rights in Your Data. You grant Kyron Medical a limited, non-exclusive, worldwide license to use, process, and transmit Your Data solely to the extent necessary to provide the Services to you in accordance with these Terms and the BAA.

When you provide Your Data, you represent and warrant that:

- You have all rights necessary to provide Your Data to the Services.
- The provision and processing of Your Data as contemplated herein complies with all applicable laws, including HIPAA.
- Your Data is accurate and complete to the best of your knowledge.

5. Data Security, Privacy, and HIPAA Compliance

Our commitment to data security and privacy is paramount. Our data handling practices are described in detail in our **AI Security and Responsible Use Policy** and our **Data Collection Statement**, which are available to you upon request and are incorporated by reference into these Terms. Key commitments include:

- **HIPAA Compliance:** Kyron Medical operates as a Business Associate under HIPAA. We maintain robust administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI, as required by the HIPAA Security Rule (45 CFR § 164.308).
- **Data Processing and Security:** Our Services are designed for transient processing. Any PHI you provide is processed securely in memory, typically for seconds at a time, and is **not persistently stored or logged** on our systems by default. All data is encrypted in transit (TLS 1.2+) and at rest (AES-256). Data is destroyed in accordance with NIST 800-88 standards.
- **Responsible AI Use:** Our AI models are trained on de-identified or synthetic data. We will **never** use your PHI to train our models without your explicit, written opt-in consent. Human oversight and a designated AI Ethics Team are in place to prevent bias and ensure the responsible deployment of our AI.
- **Subcontractors:** We engage subcontractors (e.g., AWS, OpenAI) under BAAs that enforce strict data protection and Zero Data Retention policies where applicable. We conduct annual due diligence to verify their compliance.

6. Acceptable Use

In using our Services, you agree that you will not:

- Use the Services for any illegal purpose or in violation of any local, state, national, or international law, including HIPAA.
- Violate or encourage others to violate the rights of third parties.
- Reproduce, distribute, modify, reverse engineer, or otherwise attempt to discover the source code of any portion of our Services.
- Interfere with the security-related features of the Services or our technical infrastructure.
- Provide any data that is false, misleading, or that you do not have the right to provide.
- Transfer your account to another entity without our prior written consent.

7. Our Content and Proprietary Rights

The visual interfaces, graphics, design, compilation, information, data, computer code, products, software, services, and all other elements of the Services (“Our Content”) are protected by intellectual property and other laws. All Our Content is the property of Kyron Medical or its third-party licensors. You may not use Our Content without our express prior written permission.

The name “Kyron Medical,” our logos, and other marks are our trademarks and may not be used without our consent.

8. Suspension and Termination

We may suspend or terminate your access to the Services at any time, for any reason, including for a violation of these Terms or the BAA. Upon termination, your right to use the Services will immediately cease. Sections of these Terms that, by their nature, should survive termination shall survive, including, but not limited to, proprietary rights, indemnity, disclaimers, and limitations of liability.

9. Auditability and Transparency

We provide our clients with the ability to audit our compliance. Subject to confidentiality agreements, you may request access to documentation such as our HIPAA policies, security audit summaries, sample logs (with PHI removed), and subcontractor BAAs and SOC 2 report summaries. Please contact our Compliance Team for such requests.

10. Indemnity

You will indemnify, defend, and hold harmless Kyron Medical and its affiliates, officers, directors, employees, contractors, and agents (the “Covered Entities”) against all liability, claims, costs, damages, and expenses (including attorney fees) incurred by any Covered Entity arising out of or relating to your use of the Services, your violation of these Terms, or Your Data. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, at your expense.

11. Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE COVERED ENTITIES MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. THE OUTPUTS GENERATED BY OUR AI

SERVICES (E.G., APPEAL LETTERS, SCRIPTS) ARE PROVIDED AS DRAFTS FOR YOUR REVIEW AND USE. WE DO NOT GUARANTEE THEIR ACCURACY, COMPLETENESS, OR EFFICACY. YOU ARE SOLELY RESPONSIBLE FOR REVIEWING, VALIDATING, AND APPROVING ALL AI-GENERATED OUTPUTS BEFORE USE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COVERED ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES.

IF THE FOREGOING IS NOT LEGALLY ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF ALL COVERED ENTITIES COLLECTIVELY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) \$100.00 USD OR (B) THE TOTAL AMOUNT PAID BY YOU TO KYRON MEDICAL IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Governing Law and Dispute Resolution

The laws of the State of Rhode Island, excluding its conflict of laws rules, will exclusively govern any dispute relating to these Terms or the Services.

Except for claims that qualify for small claims court or lawsuits for injunctive relief, you and Kyron Medical agree to resolve all claims relating to these Terms or the Services through final and binding arbitration with the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration will be conducted in Providence, Rhode Island, or another mutually agreed-upon location.

Any claim must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding.

14. Miscellaneous

These Terms, along with the BAA and any policies incorporated by reference, constitute the entire agreement between you and Kyron Medical. You may not assign your rights under these Terms

without our written agreement. We may assign our rights and obligations to any entity that agrees to be bound by these Terms. If any provision of these Terms is deemed invalid, the remaining provisions will remain in full force and effect.