

End-User License Agreement for VoiceCharts

This End-User License Agreement ("EULA") is a legal agreement between you ("User" or "you") and VoiceCharts, a subsidiary of Vital Charts Inc. ("VoiceCharts," "we," "us," or "our") for the use of the VoiceCharts software application ("Software") and the VoiceCharts hands-free voice wearable device ("Device"). By downloading, installing, accessing, or using the Software and/or Device, you agree to be bound by the terms and conditions of this EULA. If you do not agree to the terms of this EULA, do not download, install, access, or use the Software and/or Device.

1. HIPAA Compliance

VoiceCharts is committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Software and Device are designed to be used in a manner that complies with HIPAA. VoiceCharts will take reasonable steps to ensure the confidentiality, integrity, and availability of protected health information, including data encryption, access controls, and breach notification protocols, as required by HIPAA.

2. Data Privacy

VoiceCharts collects and uses User data in accordance with its Privacy Policy, which is available at [\[voicecharts.com/privacy\]](https://voicecharts.com/privacy). By using the Software and Device, you consent to the collection and use of your data as described in the Privacy Policy. This includes data collected through the Device, such as voice recordings. VoiceCharts takes data security seriously and implements measures such as voice encryption, user authentication, and access controls to protect patient data.

3. Definitions

- **"User"** or **"you"** means the individual or entity who downloads, installs, accesses, or uses the Software and/or Device.
- **"Software"** means the VoiceCharts software application, including any updates, upgrades, and modifications thereto.
- **"Device"** means the VoiceCharts hands-free voice wearable device.
- **"Charting"** means the process of creating, editing, and managing medical records using the Software and Device.
- **"Content"** means any data, information, or materials created, stored, or transmitted by the User through the Software and/or Device.

4. Grant of License

Subject to the terms and conditions of this EULA, VoiceCharts grants you a non-exclusive,

non-transferable, limited license to use the Software and Device for your personal or internal business purposes solely in connection with Charting.

5. Permitted Uses

You may use the Software and Device to:

- Record and transcribe medical information.
- Create and manage patient charts.
- Access and review medical records.
- Generate reports and summaries.
- Communicate with other healthcare professionals.

6. Restrictions on Use

You may not:

- Use the Software and/or Device for any illegal or unauthorized purpose.
- Modify, reverse engineer, decompile, or disassemble the Software or Device.
- Rent, lease, or sublicense the Software or Device.
- Use the Software or Device to transmit any infringing, libelous, or otherwise unlawful or tortious material.
- Use the Software or Device in any manner that could damage, disable, overburden, or impair VoiceCharts' servers or networks.
- Interfere with any other party's use and enjoyment of the Software or Device.
- Use the Software or Device to access or collect any personally identifiable information of any third party without their consent.

7. Disclaimer of Warranties

VoiceCharts provides the Software and Device without any guarantees about their performance or suitability for a particular purpose. The Software and Device are provided "as is" and "as available." VoiceCharts does not warrant that the Software or Device will be uninterrupted or error-free, that defects will be corrected, or that the Software or Device are free of viruses or other harmful components.

8. Limitation of Liability

IN NO EVENT SHALL VOICECHARTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE OR DEVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT

VOICECHARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Intellectual Property Ownership

The Software and Device, including all intellectual property rights therein, are and shall remain the sole and exclusive property of VoiceCharts and its licensors. This EULA does not grant you any ownership interest in the Software or Device.

10. User Responsibilities

You are responsible for:

- Maintaining the confidentiality of your login credentials and account information.
- Using the Software and Device in a responsible and ethical manner, complying with all applicable laws and regulations.
- Ensuring that your use of the Software and Device does not violate the privacy rights of any third party.
- Regularly backing up your Content. VoiceCharts is not responsible for any loss or damage to your Content.

11. Software Updates

VoiceCharts may from time to time provide updates to the Software. These updates may be mandatory or optional. You agree to install all mandatory updates to the Software promptly. VoiceCharts is not responsible for any issues that may arise from your failure to install mandatory updates.

12. Support and Maintenance

VoiceCharts may, in its sole discretion, provide support and maintenance services for the Software and Device. These services may be subject to additional fees and limitations. VoiceCharts reserves the right to modify or discontinue any support or maintenance services at any time.

13. Indemnification

You agree to indemnify and hold VoiceCharts, its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Software or Device, your breach of this EULA, or your violation of any applicable law or regulation.

14. No Medical Advice

The Software and Device are not intended to provide medical advice. You should always consult with a qualified healthcare professional for diagnosis and treatment of any medical condition.

15. Termination

This EULA is effective until terminated by either party. You may terminate this EULA at any time by ceasing to use the Software and Device. VoiceCharts may terminate this EULA at any time for any reason, including but not limited to your breach of any provision of this EULA. Upon termination, you must immediately cease using the Software and Device and uninstall the Software from your devices.

16. Governing Law and Dispute Resolution

This EULA shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any legal suit, action, or proceeding arising out of or relating to this EULA or the Software and/or Device shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Los Angeles. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

17. Entire Agreement

This EULA constitutes the entire agreement between you and VoiceCharts with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

18. Severability

If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

19. Waiver

No waiver of any provision of this EULA shall be effective unless in writing and signed by an authorized representative of VoiceCharts.

20. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have

been duly given when delivered personally, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to VoiceCharts:

VoiceCharts

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If to you:

At the address you provided to VoiceCharts during the registration process.

21. Modifications

VoiceCharts reserves the right to modify this EULA at any time in its sole discretion. Any modifications to this EULA will be effective upon posting on VoiceCharts' website. Your continued use of the Software and/or Device following the posting of any modifications constitutes your acceptance of such modifications.

22. Contact Information

If you have any questions about this EULA, please contact VoiceCharts at [support@voicecharts.com].

VoiceCharts, a subsidiary of Vital Charts Inc.

51 W Dayton St #101
Edmonds, WA 98020

Website: <https://www.voicecharts.com>

23. Acknowledgement

By using the Software and Device, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this EULA.

Last Updated: February 2, 2025