

PATIENTSTUDIO

TERMS AND CONDITIONS OF USE

Effective Date: Jan 1, 2026

These Terms and Conditions ("**Terms**") govern your access to and use of the PatientStudio website located at www.patientstudio.com (the "**Site**"), including any content, functionality, and services offered on or through the Site. PatientStudio is an all-in-one SaaS Electronic Medical Records (EMR) and Practice Management platform designed for private practice rehabilitation therapy providers, including Physical Therapy (PT), Occupational Therapy (OT), and Speech-Language Pathology (SLP) practices.

By accessing or using the Site, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Site. Use of the PatientStudio platform and subscription services is governed separately by the Subscription Services Agreement (SSA).

1. Definitions

"Company," "we," "us," or "our" refers to PatientStudio, Inc., the operator of the PatientStudio platform and Site.

"Customer" refers to a rehabilitation therapy practice or business entity that subscribes to and uses the PatientStudio platform under a Subscription Services Agreement (SSA).

"User" or "you" refers to any individual who accesses the Site, including prospective customers, current customers, patients, and general web visitors.

"Platform" refers to the PatientStudio SaaS application, including all features for scheduling, documentation, billing, reporting, and AI-powered tools.

"Patient" refers to an individual whose personal and clinical information is managed within the Platform by a Customer.

"Protected Health Information" or "PHI" has the meaning set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

"SSA" refers to the Subscription Services Agreement, which governs the contractual relationship between PatientStudio and its Customers for use of the Platform.

2. Acceptance of Terms

By accessing or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, which is incorporated herein by reference. If you are using the Site on behalf of a business or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

3. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting the revised Terms on the Site with an updated effective date. Your continued use of the Site after any such changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically. Material changes to terms governing Platform use will be communicated to Customers as set forth in the SSA.

4. Use of the Site

4.1 Eligibility

The Site is intended for use by individuals who are at least eighteen (18) years of age. By using the Site, you represent and warrant that you meet this eligibility requirement.

4.2 Permitted Use

You may use the Site for lawful purposes only. The Site provides information about PatientStudio's products and services, allows prospective customers to request demonstrations, and provides access to resources related to rehabilitation therapy practice management.

4.3 Prohibited Conduct

You agree not to: (a) use the Site in any way that violates any applicable federal, state, local, or international law or regulation; (b) use the Site to transmit or procure the sending of any advertising or promotional material without our prior written consent, including any spam or similar solicitation; (c) impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity; (d) engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site; (e) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site; (f) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; or (g) use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission.

5. Enrollment and Consent for Communications

PatientStudio may send you email and/or text (SMS/MMS) communications related to our products, services, promotions, and updates. This section describes how you may opt in to and opt out of these communications.

5.1 How to Opt In

You may opt in to receive communications from PatientStudio by any of the following methods:

- **Web Form Consent:** Providing your email address and/or mobile phone number and checking the consent box on any PatientStudio web form or landing page.
- **Keyword Opt-In:** Texting a designated keyword to our published phone number, if such option is offered.

- **Verbal Consent:** Verbally providing consent to a PatientStudio employee during a call, demo, or in-person interaction. The employee will document your opt-in on your behalf.

5.2 What You Are Consenting To

By opting in through any of the methods described above, you:

- Expressly consent to receive automated emails and/or text messages from PatientStudio, which may include marketing promotions, product updates, event invitations, educational content, and service-related notices.
- Certify that you are the current subscriber or authorized user of the email address and/or mobile phone number you provided, or that you have obtained authorization from the subscriber or account owner to opt in on their behalf.
- Acknowledge that consent to receive communications is not a condition of purchasing any goods or services from PatientStudio.

5.3 Age Requirement

You must be at least eighteen (18) years of age to opt in to receive communications from PatientStudio. By opting in, you represent and warrant that you meet this age requirement.

5.4 Message and Data Rates

PatientStudio does not charge you for text messages. However, standard message and data rates may apply based on your mobile carrier's plan. You are responsible for any fees charged by your carrier for sending and receiving text messages. Please contact your mobile carrier for details about your messaging plan.

5.5 Message Frequency

Message frequency may vary depending on the type of communications you have opted in to receive and current marketing campaigns. You may receive recurring messages. PatientStudio will not send messages that exceed a reasonable frequency.

5.6 How to Opt Out

You may opt out of receiving communications at any time, for any reason, at no cost to you.

To opt out of text messages:

- **Reply with a keyword:** Send a reply with the word **"STOP," "UNSUBSCRIBE," "CANCEL," "END,"** or **"QUIT"** (not case-sensitive) to any text message you receive from us. You will receive a one-time confirmation message acknowledging your opt-out.
- **Contact us directly:** Call our office or send an email to support@patientstudio.com requesting to opt out of text messages.

To opt out of email communications:

- **Unsubscribe link:** Click the "Unsubscribe" link found at the bottom of any marketing email you receive from us.
- **Contact us directly:** Send an email to support@patientstudio.com requesting removal from our email list.

Please allow up to ten (10) business days for opt-out requests to be fully processed. Note that opting out of marketing communications does not affect transactional or service-related messages that are necessary for the operation of your account or the Platform.

5.7 Help and Support

If you are experiencing issues with our messaging program, you may reply **"HELP"** to any text message from us for assistance, or contact us at support@patientstudio.com.

6. Intellectual Property Rights

The Site and its entire contents, features, and functionality, including but not limited to all information, software, text, displays, images, video, audio, design, selection, and arrangement thereof, are owned by PatientStudio, Inc., its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The name "PatientStudio," the PatientStudio logo, and all related names, logos, product and service names, designs, and slogans are trademarks of PatientStudio, Inc. or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

7. Platform Services and Subscription

The Site provides information about the PatientStudio Platform, which offers rehabilitation therapy practices a comprehensive suite of tools including scheduling and intake management, clinical documentation with AI-assisted features, billing and revenue cycle management, reporting and analytics, and AI-powered voice and front office automation.

Access to and use of the Platform requires execution of a separate Subscription Services Agreement (SSA). These Terms do not govern Platform usage; the SSA, together with any applicable Business Associate Agreement (BAA), Order Form, and related policies, governs the Customer's relationship with PatientStudio for Platform services. In the event of a conflict between these Terms and the SSA with respect to Platform usage, the SSA shall control.

8. Third-Party Services and Integrations

The Platform may integrate with or facilitate connections to third-party services, including but not limited to: (a) integrated merchant processing partners for credit card and payment processing; (b) integrated clearinghouse partners for insurance claims submission and processing; and (c) authorized billing services providers, including revenue cycle management (RCM) and billing companies that may perform outsourced billing processes on behalf of Customers.

PatientStudio is not responsible for the practices, policies, or content of any third-party services. Your use of third-party services is subject to the terms and conditions and privacy policies of those third parties. We encourage you to review the terms and privacy practices of any third-party service before engaging with them.

9. AI-Powered Features

PatientStudio incorporates artificial intelligence technologies into certain features of the Platform, including but not limited to: (a) Voice AI and front office automation for inbound call handling, appointment scheduling, and patient information collection; (b) AI-powered clinical documentation (AI Scribe) for processing visit audio into structured clinical notes; and (c) automated billing, claims submission, remittance posting, and denial management.

AI-generated outputs are intended to assist qualified healthcare professionals and are not a substitute for professional clinical judgment. Customers and their authorized users remain solely responsible for reviewing, verifying, and approving all AI-generated content before use in clinical, billing, or administrative contexts. PatientStudio does not guarantee the accuracy, completeness, or appropriateness of any AI-generated output.

10. Privacy and Data Protection

Your use of the Site is also governed by our Privacy Policy, which describes how we collect, use, and share information. Please review our Privacy Policy for more information.

PatientStudio handles Protected Health Information (PHI) in accordance with HIPAA requirements. The handling of PHI between PatientStudio and its Customers is governed by a separate Business Associate Agreement (BAA) executed as part of the Customer onboarding process. These Terms do not modify or supersede the obligations set forth in any applicable BAA.

11. User Accounts and Security

Certain features of the Site or Platform may require registration or creation of an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage arising from your failure to protect your account credentials.

12. Disclaimers

THE SITE AND ITS CONTENT ARE PROVIDED ON AN **"AS IS"** AND **"AS AVAILABLE"** BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE COMPANY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE CONTENT ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, OR OTHERWISE.

NOTHING IN THESE TERMS SHALL AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITE.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (\$100.00). THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT LIMIT THE COMPANY'S LIABILITY FOR GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.

14. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of these Terms; (b) your use of the Site; (c) your violation of any applicable law or regulation; or (d) your violation of any third-party right, including any intellectual property or privacy right.

15. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or related to them, their subject matter, or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of or related to these Terms or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia, in each case located in or nearest to the jurisdiction of the

Company's principal place of business. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Dispute Resolution

In the event of any dispute arising out of or relating to these Terms, the parties agree to first attempt to resolve the dispute through good-faith informal negotiation. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may pursue resolution through binding arbitration administered under the rules of the American Arbitration Association, conducted in the Commonwealth of Virginia. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

17. Severability

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

18. Waiver

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

19. Entire Agreement

These Terms, together with our Privacy Policy, constitute the sole and entire agreement between you and the Company regarding the Site. These Terms supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site. For Customers, Platform usage is governed by the SSA, which together with these Terms and the Privacy Policy forms the complete set of agreements between the parties.

20. Contact Information

If you have any questions about these Terms, please contact us at:

PatientStudio, Inc.

Email: support@patientstudio.com

Website: www.patientstudio.com