MASTER TERMS AND CONDITIONS

These Master Terms (“Terms”) apply to the use of NeuroX (www.neurox.us) — a product owned and operated by American TelePhysicians — and the services provided through its mobile and web-based platforms, www.neurox.us or the NeuroX App ("NeuroX platform") for users (“Customer” or “You”). These Terms, together with any applicable privacy policy, license agreement, and service-specific conditions are collectively the “Agreement.”

Purpose and Structure of Agreement

This Agreement sets forth the legal terms and conditions under which you (“Customer” or “You”) may access and use NeuroX platforms, including its mobile application, web portal, and all associated features and services. NeuroX is a product owned and operated by American TelePhysicians, designed to support digital healthcare access and remote patient engagement.

By electronically accepting these Terms, creating an account, or using any part of the NeuroX platform or related services, you agree to be legally bound by this Agreement. This Agreement includes:

- These Master Terms;
- Our Privacy Policy;
- Any applicable service-specific conditions or license agreements; and
- Any additional terms presented at the time of service selection or use.

Collectively, these documents constitute the full and binding agreement between you and NeuroX regarding the use of the platform and services.

Services Provided by NeuroX

(a) Scope of Services

NeuroX offers a comprehensive suite of digital health tools and virtual healthcare services (“Services”) intended to facilitate preventative care, remote monitoring, and access to licensed medical professionals. These Services may include, but are not limited to:

- **Mental Health Screenings:** Self-guided assessments designed to help users identify early signs of conditions such as anxiety, depression, ADHD, or cognitive impairment. These tools are informational and not diagnostic in nature.
- **Remote Patient Monitoring (RPM):** Continuous or intermittent collection of vital signs and other health indicators from home using digital devices, supporting chronic disease management and proactive intervention.

- **Teleconsultations:** Secure, HIPAA-compliant video or audio-based consultations with licensed physicians, mental health providers, or care coordinators, depending on your needs and eligibility.
- **Patient Health Record Management:** A centralized digital system to store, access, and share medical data, visit summaries, screening results, treatment plans, and communication logs with your care team.
- **Care Coordination:** Communication and planning support across multiple providers to ensure continuity of care, especially for patients with complex or chronic conditions.

Certain Services may be available only to users who:

- Reside in approved jurisdictions (e.g., U.S. states where the providers are licensed);
- Meet clinical or insurance eligibility criteria;
- Provide informed consent; and
- Complete required identity verification or intake forms.

(b) Use of Third Parties for Service Delivery

To ensure high-quality, efficient, and compliant service delivery, NeuroX may engage:

- Affiliates and partner healthcare organizations to deliver care across state lines;
- Independent licensed professionals, including physicians, therapists, and care managers; or
- Technical contractors and vendors for software development, payment processing, data hosting, and device integration.

These third parties are contractually obligated to adhere to NeuroX's standards for privacy, security, clinical quality, and regulatory compliance. Any data shared with them is handled in accordance with HIPAA and our Privacy Policy.

Your use of NeuroX Services constitutes your acknowledgment and consent to these partnerships as part of the overall service delivery model.

Important Notice Regarding Screening Tools

NeuroX offers access to digital health screening tools, including but not limited to mental health assessments, cognitive tests, and symptom checkers. These tools are provided for informational and self-awareness purposes only and are not intended to diagnose, treat, cure, or prevent any medical or psychiatric condition.

- Screening results are preliminary in nature and should not be considered a definitive medical evaluation.

- A positive or elevated screening result does not constitute a diagnosis and does not replace clinical judgment or professional assessment by a licensed healthcare provider.
- Users are encouraged to share screening outcomes with a qualified medical or mental health professional for appropriate interpretation, follow-up, and diagnosis.

By using these tools, you acknowledge and agree that:

- NeuroX is not responsible for any self-initiated actions or treatment decisions made based on screening results;
- Use of the screening tools does not create a provider-patient relationship unless you separately engage in a formal tele-consultation with a licensed professional via the platform; and
- These tools are not suitable for emergencies or crisis situations. If you or someone you know is in immediate danger or experiencing a medical emergency, please call emergency services immediately.

License to Use and Access the Services and Products

(a) Grant

NeuroX hereby grants the Customer and its Authorized Users a limited, non-exclusive, non-transferable, and revocable license — without the right to sublicense — for the duration of this Agreement to access and use the NeuroX platform, applications, and related services and products ("Services and Products") within the United States. This license is subject to the terms of this Agreement and is provided solely:

- For internal clinical and administrative use; and
- In accordance with any user guides, instructions, policies, or documentation issued by NeuroX.

All rights not expressly granted herein are reserved by NeuroX and its parent company, American TelePhysicians.

(b) Scope

The scope of this license is limited to:

- The specific Services and Products selected in the applicable onboarding form or service agreement (e.g., screening tools, RPM, tele-consultation modules);
- Use by designated Authorized Users (including providers, staff, or patients); and
- Access only via approved channels such as the NeuroX mobile app or web portal.

This license does not permit the Customer or Authorized Users to redistribute, repackage, or broadcast the Services or Products via public platforms, messaging services, private networks, or any other digital or offline medium.

(c) Restrictions on Use

Customer and Authorized Users shall not alter, copy, distribute, or manipulate the content, functionality, or branding of the Services and Products in any way, including any proprietary notices. Specifically, the following actions are strictly prohibited:

1. Reverse engineering or decoding the Services or Products to obtain source code or algorithms;
2. Modifying or creating derivative works based on NeuroX's systems or interfaces;
3. Copying, renting, leasing, or reselling any part of the Services or Products;
4. Granting access to third parties who are not explicitly approved as Authorized Users; or
5. Removing or obscuring any copyright, trademark, or proprietary labels.

Any attempt to breach these restrictions may result in immediate suspension or termination of access, in addition to legal remedies.

(d) Suspension of Access

NeuroX reserves the right, at its sole discretion, to suspend or restrict access to any Services or Products by the Customer or its Authorized Users, without prior notice, in the following circumstances:

- Breach of any provision of this Agreement;
- Activity that may compromise the privacy, security, or integrity of the platform or patient data;
- Violation of clinical, legal, or ethical standards;
- Suspicion or evidence of unauthorized or improper use of the platform; or
- Changes in the employment or affiliation status of an Authorized User.

Such suspension does not waive NeuroX's right to pursue termination, damages, or other remedies under this Agreement, including legal action.

Term and Termination

(a) Term of Agreement

This Agreement shall remain in full force and effect from the time you begin using the NeuroX Services and will continue until terminated by either party. You may terminate this Agreement at any time by discontinuing use of the NeuroX application and associated services. NeuroX reserves the right to suspend or terminate your access to the Services, in whole or in part, at its sole discretion, with or without notice, if:

- You fail to comply with these Terms, applicable laws, or regulatory requirements;

- Your use of the Services poses a risk to other users, system integrity, or public health; or
- If required by court order, law enforcement, or regulatory obligations.

Suspension or termination of access does not relieve you of any outstanding financial obligations incurred prior to such action.

(b) Effect of Termination

Upon termination of this Agreement for any reason:

- You must immediately cease all use of the Services and delete or uninstall any downloaded or installed versions of the NeuroX app, along with any associated data or materials.
- Any licenses or rights granted to you under this Agreement will be automatically revoked.
- NeuroX reserves the right to retain de-identified and anonymized data derived from your usage of the Services for analytics, research, regulatory, and operational purposes, as permitted by law.
- If you have an outstanding balance or unpaid fees, such amounts shall remain due and payable after termination, subject to applicable collection processes.

Fees and Billing

(a) Fees for Services

Certain features of the NeuroX platform — such as teleconsultations, remote patient monitoring (RPM), mental health screenings, chronic care management, or other premium modules — may incur service fees. Any applicable charges will:

- Be clearly communicated to you before any service is initiated;
- Be based on either one-time usage, recurring subscriptions, or value-based health services as per the offering; and
- Comply with relevant healthcare billing laws, including insurance eligibility checks if applicable.

Basic screening tools may be provided free of charge, while additional services may require user consent before charges are initiated.

(b) Billing Authorization and Payment

By using the Services that require payment, you:

- Agree to pay all applicable fees, taxes, and charges associated with your selected service or subscription plan;
- Authorize NeuroX, its affiliates, or authorized third-party billing partners to securely charge your provided payment method on a one-time or recurring basis (depending on the service selected); and

- Acknowledge that failure to provide valid and timely payment may result in the suspension or termination of your access to paid Services.

NeuroX may use industry-standard third-party payment processors to handle billing and does not store your full payment details on its servers. You are responsible for ensuring your payment method remains current and valid.

Privacy and Security

(a) Protection of Health Information

NeuroX is committed to safeguarding your personal and health-related information. Your data is protected in accordance with the Health Insurance Portability and Accountability Act (HIPAA), as well as other applicable state and federal data privacy regulations. By accessing or using the NeuroX platform and related services, you:

- Acknowledge and consent to the collection, processing, storage, and disclosure of your personal and health information; and
- Understand that such data usage will be strictly in accordance with our Privacy Policy and for purposes such as care coordination, service delivery, billing, regulatory compliance, and quality improvement.

Your use of the platform constitutes acceptance of how your data may be handled, including sharing with authorized providers, insurance payers (when applicable), and operational partners involved in care delivery or technology support.

(b) Security Practices and Limitations

NeuroX uses industry-standard administrative, physical, and technical safeguards to protect your information from unauthorized access, alteration, loss, or misuse. These measures include:

- Data encryption in transit and at rest;
- Secure authentication and session management;
- Access restrictions based on user roles; and
- Continuous monitoring and regular vulnerability assessments.

However, you acknowledge and agree that no digital system can guarantee absolute security. Accordingly:

- NeuroX cannot be held liable for security breaches or unauthorized disclosures that occur due to factors beyond its reasonable control, including but not limited to, cyberattacks, user negligence, system failures, or third-party service provider incidents.
- You are responsible for safeguarding your login credentials and ensuring that devices used to access the platform are secure.

In the event of any actual or suspected data breach, NeuroX will follow all applicable legal and regulatory protocols for investigation, mitigation, and notification as required under HIPAA and relevant data protection laws.

Disclaimers and Limitation of Liability

(a) Not a Replacement for In-Person Medical Care

NeuroX provides a digital platform designed to enhance access to healthcare through tools such as online mental health screenings, remote patient monitoring (RPM), and telemedicine consultations. However, the platform is not intended to replace face-to-face interactions with a licensed healthcare provider.

While virtual consultations may assist in the early identification or management of certain conditions, they are not a substitute for comprehensive clinical evaluation, physical examination, diagnostic testing, or emergency care.

You should never disregard or delay seeking in-person medical advice or treatment based on information obtained through the platform. If you are experiencing a medical emergency or serious health issue, you MUST contact emergency services or visit the nearest hospital immediately.

(b) No Guarantee of Outcomes or Medical Advice Effectiveness

NeuroX strives to provide accurate tools and professional telehealth services; however, we make no representation or guarantee regarding the accuracy, completeness, reliability, or usefulness of any health information, recommendation, or outcome generated through our Services.

- The platform may assist with health monitoring or behavioral health screenings, but it does not guarantee diagnosis, prevention, or treatment of any disease or condition.
- Any advice or recommendation provided through a tele-consultation represents the independent judgment of the licensed provider and is not under the direct control of NeuroX.
- Outcomes may vary depending on individual health conditions, medical history, and adherence to care plans. NeuroX cannot and does not promise any particular results from using its services.

(c) Warranty Disclaimer

To the fullest extent allowed by applicable law, NeuroX disclaims all warranties, whether express or implied, including but not limited to:

- Warranties of merchantability, fitness for a particular purpose, title, non-infringement;
- Any warranty that the Services will be uninterrupted, error-free, or secure; and
- Any warranty that data will be accurately transmitted or stored without loss.

All services are provided on an "as-is" and "as-available" basis. Use of the platform is at your sole risk.

(d) Limitation of Liability

Under no circumstances shall NeuroX, its parent company, affiliates, directors, officers, employees, agents, partners, licensors, or subcontractors be liable for:

- Any indirect, incidental, special, punitive, exemplary, or consequential damages (including but not limited to loss of income, profit, goodwill, use, data, or business opportunities);
- Any damages arising from your access to or use of, or inability to access or use, the Services or platform content;
- Any errors or omissions in the platform's functionality or content; or
- Any user decisions made or actions taken based on information or advice obtained from the Services.

These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other legal theory, even if NeuroX has been advised of the possibility of such damages.

To the extent permitted by law, NeuroX's total aggregate liability for any claim arising out of or relating to the use of the Services shall not exceed the amount paid by you, if any, for the use of the Service during the six (6) months prior to the claim.

Intellectual Property

All elements of the NeuroX platform, including but not limited to its software, user interface, algorithms, mobile applications, content, branding, graphics, design, reports, educational materials, assessments, documentation, and underlying code, are the exclusive property of American TelePhysicians or are used under valid licenses or other legal authorizations.

- These elements are protected under United States and international copyright, trademark, trade secret, and intellectual property laws.
- You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the platform and its content solely for personal, non-commercial healthcare purposes in accordance with these Terms.
- You may not, without prior written permission from American TelePhysicians:
    - Copy, reproduce, distribute, modify, display, create derivative works from, or publicly perform any part of the platform or its content;
    - Reverse engineer, decompile, or attempt to extract source code from the platform; or
    - Use the branding, trademarks, or content for commercial purposes or to imply endorsement.

Unauthorized use of any intellectual property owned by NeuroX or American TelePhysicians is strictly prohibited and may result in legal action. All rights not expressly granted herein are reserved.

Governing Law and Jurisdiction

These Terms and Conditions, as well as any dispute arising from or relating to your use of the NeuroX platform or its services, shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to conflict of law principles.

- By using the NeuroX platform, you agree that any legal action or proceeding relating to these Terms or your use of the Services shall be brought exclusively in the state or federal courts located in Duval County, Florida.
- You expressly consent to the personal and subject matter jurisdiction of these courts, and waive any objections to inconvenient forum or jurisdictional challenges.

- You must provide written notice of any claim within one (1) year from the date the cause of action arises. Failure to provide such notice within this period will waive your right to pursue the claim through our internal resolution process. Nothing in this section is intended to modify or limit the applicable statute of limitations for filing a lawsuit under Florida law.

This provision applies to all users, regardless of geographic location or residence, to ensure a consistent framework for resolving disputes.

Contact Information

If you have any questions, concerns, or inquiries regarding these Terms and Conditions, the NeuroX platform, or your use of our services, please feel free to contact us:

NeuroX Support Team
Email: infor@neurox.us
Website: www.neurox.us

Our support team is available to assist with:

- Technical issues or troubleshooting with the NeuroX app
- Questions about your account, billing, or service access
- Concerns regarding privacy, data handling, or HIPAA compliance
- Requests related to screening results, tele-consultation follow-up, or care coordination.

Please note that:

- For clinical or urgent health concerns, always contact a licensed medical provider or emergency services directly.
- We aim to respond to support emails within 2 business days.

By using the NeuroX App, you agree to these Terms and Conditions.