

Terms of Service

Ave Health Partners, Inc. Effective Date: July 20, 2026 Last Updated: July 20, 2026

1. Acceptance of Terms

These Terms of Service ("**Terms**") constitute a legally binding agreement between you, the entity or individual accessing or using the Services ("**Client**," "**you**," or "**your**"), and Ave Health Partners, Inc., a North Carolina corporation ("**Ave Health Partners**," "**we**," "**us**," or "**our**"), governing your access to and use of our website, platform, and related health data analysis and reporting services (collectively, the "**Services**").

By accessing or using the Services, creating an account, or otherwise engaging Ave Health Partners, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated herein by reference. If you do not agree, you may not access or use the Services.

If you are entering into these Terms on behalf of an organization, you represent that you have authority to bind that organization, and "you" refers to that organization.

2. Description of Services

Ave Health Partners provides a platform that ingests, aggregates, analyzes, and reports on health-related data from multiple sources, which may include:

- Data from wearable devices and Bluetooth-enabled health/fitness devices;
- Data supplied directly by patients or individuals ("**Patient-Supplied Data**");
- Electronic Medical Records ("**EMR**") / Electronic Health Records ("**EHR**") data;
- Data received from third-party laboratories and diagnostic providers;
- Other health, clinical, claims, or demographic data submitted by or on behalf of the Client.

Ave Health Partners processes this data to generate custom analytical reports, dashboards, and insights for the Client (the "**Deliverables**"). The specific scope, data sources, and Deliverables for a given engagement are set forth in the applicable order form, statement of work, or service agreement ("**Order**"), which is incorporated into and governed by these Terms.

3. Eligibility and Accounts

You must be at least 18 years old and have the legal authority to enter into these Terms to use the Services. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

4. HIPAA Status; Business Associate Agreement

Where Ave Health Partners creates, receives, maintains, or transmits protected health information ("PHI") on behalf of a Client that is a HIPAA covered entity, the parties will execute a **Business Associate Agreement ("BAA")** governing the permitted uses and disclosures of PHI, required safeguards, and breach notification obligations under HIPAA/HITECH (45 C.F.R. Parts 160 and 164). In the event of any conflict between these Terms and an executed BAA regarding the handling of PHI, the BAA controls.

Client represents and warrants that it has obtained all consents, authorizations, and legal rights necessary (including, where applicable, HIPAA-compliant patient authorizations) to collect and submit Patient-Supplied Data, wearable/device data, EMR data, and third-party laboratory data to Ave Health Partners for processing under these Terms.

5. Data Ownership; License Grant

5.1 Client Data Ownership

As between the parties, the Client (or the individual patient/member to whom the data pertains, as applicable) retains all right, title, and interest in and to the personal information and personal health data submitted to or collected through the Services ("**Client Data**"), including data sourced from wearables, Bluetooth-enabled devices, Patient-Supplied Data, EMR systems, and third-party laboratories. Ave Health Partners claims no ownership interest in Client Data.

5.2 License to Ave Health Partners

Client grants Ave Health Partners a limited, non-exclusive, revocable license to access, process, analyze, store, and transmit Client Data solely for the purpose of (a) performing the Services and generating Deliverables for the Client, (b) maintaining and securing the platform, and (c) as otherwise permitted under the applicable BAA, Order, and Privacy Policy. This license terminates upon termination of the applicable engagement, except as necessary to retain data as required by law or the governing agreement.

5.3 Deliverables

Subject to payment of applicable fees, Ave Health Partners grants Client a non-exclusive, worldwide license to use the Deliverables generated for Client for Client's internal business and clinical purposes.

5.4 De-Identified Data

Ave Health Partners may create and use de-identified data, generated in accordance with the HIPAA de-identification standard (45 C.F.R. § 164.514), for service improvement, analytics model development, and internal research, as further described in our Privacy Policy. De-identified data is not considered Client Data for purposes of Section 5.1.

6. Data Sources and Integrations

6.1 Wearables and Bluetooth-Enabled Devices

Where the Services involve data collected from wearable or Bluetooth-enabled devices, Client is responsible for ensuring that end users have provided any consents required for the collection and transmission of such data, and that connections to third-party device platforms comply with those platforms' own terms of service and data use policies. Ave Health Partners is not responsible for the accuracy of data generated by third-party devices.

6.2 Electronic Medical Records and Laboratory Data

Where the Services involve integration with EMR/EHR systems or receipt of data from third-party laboratories, such integrations are subject to any applicable data use or interconnection agreements between Ave Health Partners, the Client, and the relevant third party. Ave Health Partners is not responsible for the accuracy, completeness, or timeliness of data received from third-party EMR systems or laboratories, and disclaims liability for errors originating from those third-party sources.

6.3 Patient-Supplied Data

Client is solely responsible for the accuracy of any Patient-Supplied Data submitted to the Services and for ensuring individuals have been informed of, and have consented to, the collection and use of their information as required by applicable law.

7. Data Security and Storage

All Client Data is stored in a HIPAA-compliant, secure cloud database environment employing administrative, physical, and technical safeguards consistent with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C), including encryption in transit and at rest, access controls, audit logging, and regular security assessments, as further described in our Privacy Policy. While Ave Health Partners maintains commercially reasonable, industry-standard security measures, no system is completely secure, and Ave Health Partners cannot guarantee absolute security of Client Data.

8. Client Responsibilities and Acceptable Use

Client agrees that it will not, and will not permit any third party to:

- Use the Services in violation of HIPAA, the North Carolina Identity Theft Protection Act, or any other applicable federal or state law or regulation;
- Submit data to the Services that Client does not have the legal right or requisite consents to submit;
- Use the Services for any unlawful, fraudulent, or harmful purpose, or to make clinical decisions without appropriate professional judgment (see Section 10);
- Attempt to reverse-engineer, decompile, or gain unauthorized access to the Services, underlying software, or other Clients' data;
- Interfere with or disrupt the integrity or performance of the Services;

- Re-identify any data that has been de-identified by Ave Health Partners, except as permitted by law and these Terms.

9. Fees and Payment

Fees for the Services are set forth in the applicable Order. Unless otherwise stated, fees are non-refundable, and Client is responsible for all applicable taxes (excluding taxes on Ave Health Partners' net income). Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by North Carolina law. Ave Health Partners may suspend Services for accounts with overdue balances upon reasonable notice.

10. No Medical Advice; Not a Substitute for Clinical Judgment

The Services, including all Deliverables, reports, analyses, and insights, are provided for informational and analytical purposes only and do not constitute medical advice, diagnosis, or treatment. The Services are not intended to replace the independent clinical judgment of qualified healthcare professionals. Client is solely responsible for any clinical, medical, or treatment decisions made using or informed by the Deliverables. Ave Health Partners is not a healthcare provider and does not practice medicine.

11. Intellectual Property

Excluding Client Data, all right, title, and interest in and to the Services, including the underlying software, algorithms, analytical methodologies, platform design, and all associated intellectual property, are and will remain the exclusive property of Ave Health Partners and its licensors. These Terms do not grant Client any rights to Ave Health Partners' intellectual property except the limited license to use Deliverables described in Section 5.3.

12. Confidentiality

Each party agrees to protect the other party's confidential information disclosed in connection with these Terms using at least the same degree of care it uses to protect its own confidential information of similar nature, and no less than a reasonable degree of care, and to use such information only as necessary to perform its obligations under these Terms. This Section does not limit either party's obligations under HIPAA or an applicable BAA, which govern the handling of PHI specifically.

13. Disclaimers

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OR AN APPLICABLE ORDER, THE SERVICES AND ALL DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. AVE HEALTH PARTNERS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ANALYSIS OR REPORT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR CLINICAL OR BUSINESS PURPOSE.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR (A) A PARTY'S INDEMNIFICATION OBLIGATIONS, (B) BREACH OF CONFIDENTIALITY OR HIPAA/BAA OBLIGATIONS, OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO AVE HEALTH PARTNERS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

Nothing in these Terms limits either party's liability for matters that cannot be limited or excluded under applicable North Carolina or federal law.

15. Indemnification

Client agrees to indemnify, defend, and hold harmless Ave Health Partners and its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's breach of these Terms; (b) Client's violation of applicable law, including HIPAA or the North Carolina Identity Theft Protection Act, in connection with its submission or use of Client Data; or (c) Client's failure to obtain necessary consents or authorizations for data submitted to the Services.

16. Term and Termination

These Terms remain in effect for as long as Client maintains an account or active Order with Ave Health Partners. Either party may terminate an Order as set forth therein. Ave Health Partners may suspend or terminate access to the Services for material breach of these Terms that remains uncured after thirty (30) days' written notice, or immediately in the event of a security risk, suspected fraud, or violation of law. Upon termination, Ave Health Partners will return or securely destroy Client Data in accordance with the applicable BAA, Order, and Privacy Policy, unless retention is required by law.

17. Data Breach Notification

In the event of a breach of unsecured PHI, Ave Health Partners will provide notification in accordance with the HIPAA Breach Notification Rule (45 C.F.R. Part 164, Subpart D) and the applicable BAA. For

breaches involving personal information not subject to HIPAA, Ave Health Partners will provide notification consistent with the North Carolina Identity Theft Protection Act, N.C. Gen. Stat. § 75-65, and other applicable law.

18. Governing Law; Dispute Resolution

18.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-laws principles, and applicable federal law.

18.2 Venue

Subject to Section 18.3, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in [County], North Carolina, for any dispute arising out of or relating to these Terms.

18.3 Dispute Resolution

The parties will attempt in good faith to resolve any dispute through negotiation between authorized representatives. [Optional — to be confirmed with counsel: If the dispute is not resolved within thirty (30) days, the parties agree to submit the dispute to binding arbitration administered in accordance with the rules of the American Arbitration Association, seated in [City], North Carolina, except that either party may seek injunctive relief in court to protect its intellectual property or confidential information.]

19. Force Majeure

Neither party will be liable for any failure or delay in performance under these Terms due to causes beyond its reasonable control, including acts of God, natural disaster, war, terrorism, labor disputes, internet or utility failures, or governmental action.

20. Changes to These Terms

We may modify these Terms from time to time. We will provide notice of material changes by posting the updated Terms on our website with a revised "Last Updated" date, and, where required by an applicable Order or BAA, by direct notice to Client. Continued use of the Services after the effective date of any changes constitutes acceptance of the revised Terms.

21. Miscellaneous

- **Entire Agreement.** These Terms, together with the Privacy Policy, any applicable BAA, and any Order, constitute the entire agreement between the parties regarding the Services and supersede all prior agreements on the subject matter.

- **Assignment.** Client may not assign these Terms without Ave Health Partners' prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets. Ave Health Partners may assign these Terms in connection with a similar transaction.
- **Severability.** If any provision of these Terms is held unenforceable, the remaining provisions will remain in full force and effect.
- **No Waiver.** Failure to enforce any provision of these Terms does not constitute a waiver of that provision.
- **Independent Contractors.** The parties are independent contractors, and nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

22. Contact Us

Questions regarding these Terms of Service may be directed to:

Ave Health Partners, Inc. Attn: Legal Department [Street Address] [City, State ZIP] Email: [legal@avehealthpartners.com] Phone: [Phone Number]

This Terms of Service document is a general template intended to reflect common legal considerations for a HIPAA-related health-data analytics service under North Carolina and federal law. It does not constitute legal advice. Ave Health Partners, Inc. should have this document reviewed and finalized by qualified legal counsel — particularly the arbitration/dispute resolution provision in Section 18.3, the limitation of liability caps in Section 14, and the company's specific HIPAA status and data-source agreements — before publication or use.