

## Healsend Inc. – Terms of Service

**Effective Date:** October 5 2025

**Entity:** Healsend Inc. • 30 N Gould St Ste R, Sheridan, WY 82801

**Contact:** yourhealth@healsend.com

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### 1. Overview and Acceptance

#### 1.1 Binding Agreement

These Terms of Service (“Terms,” “Agreement”) constitute a legally binding contract between **Healsend Inc.** (“Healsend,” “we,” “us,” or “our”) and each individual (“you,” “user,” or “patient”) who accesses or uses our websites, mobile applications, and digital platforms (collectively, the “Services” or “Platform”).

By creating an account, submitting intake information, scheduling a telehealth visit, or otherwise using our Services, you acknowledge that you have read and agree to be bound by these Terms and the policies incorporated by reference.

#### 1.2 Incorporated Policies

The following documents form an integral part of this Agreement and are incorporated here by reference:

- Healsend Privacy Policy
- Healsend Consumer Health Data & Biometric Privacy Policy
- Healsend Consent to Telehealth

#### 1.3 Acceptance on Behalf of Others

If you use our Services on behalf of another individual (e.g., as a parent or guardian), you represent that you are legally authorized to act on that person’s behalf and bind them to these Terms.

#### 1.4 Changes to Terms

We may update these Terms from time to time. Material changes will be posted on the Platform and, where required by law, communicated via email. Your continued use after such updates constitutes acceptance of the revised Terms.

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### 2. About Healsend

#### 2.1 Business Model

Healsend is a U.S.-based **technology and administrative services organization (MSO)**. We do *not* practice medicine, provide medical advice, diagnose conditions, or dispense prescription drugs. Our role is to develop and maintain software and

operational infrastructure that enables independent medical groups to deliver telehealth services to patients.

## **2.2 Professional Entities**

All clinical services made available through the Platform are performed by independent, state-licensed medical groups and their providers (“Professional Entities” or “Providers”). These entities are solely responsible for the quality and legality of care they provide.

## **2.3 Healsend’s Administrative Role**

Healsend’s services include the following non-clinical activities:

- Hosting and maintaining the telehealth technology platform;
- Providing customer support and scheduling tools;
- Processing payments and subscriptions;
- Facilitating communications between patients, Providers, and pharmacies; and
- Performing data security, billing administration, and logistics coordination.

## **2.4 No Medical Relationship**

Healsend does not supervise, control, or employ Providers and does not interfere with their clinical judgment. The Provider–Patient relationship exists solely between you and your Provider.

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# **3. Eligibility and User Responsibilities**

## **3.1 Eligibility Requirements**

To use the Services, you must:

- (a) Be at least eighteen (18) years of age or the age of majority in your state;
- (b) Reside within the United States; and
- (c) Have the legal capacity to enter into binding contracts.

## **3.2 Account Creation and Accuracy**

You agree to provide accurate, current, and complete information when creating an account and updating your profile. False information may result in termination or refusal of service.

## **3.3 Security of Credentials**

You are responsible for maintaining the confidentiality of your username and password. You must immediately notify Healsend of any unauthorized access to your account.

### **3.4 Permitted Use**

You agree to use the Services only for lawful, personal, and non-commercial purposes. Use of any automated means (such as bots or scrapers) to access the Platform is prohibited.

### **3.5 Suspension or Termination**

Healsend may suspend or terminate your account if we believe you have violated these Terms, provided false information, or used the Services improperly.

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## **4. Description of Services**

### **4.1 Core Functions**

The Platform enables users to connect with Providers for telehealth consultations and related services. Features include:

- Electronic registration and intake forms;
- Secure video and messaging interfaces;
- Prescription routing and coordination with licensed pharmacies; and
- Online payment and shipping support.

### **4.2 Scope and Limitations**

Healsend does not guarantee that a particular service will be appropriate for you. Providers may decline care if they determine that telehealth is not clinically suitable or that an in-person visit is required.

### **4.3 No Emergency Services**

The Platform must not be used for medical emergencies. If you believe you are experiencing a life-threatening emergency, call 911 or go to the nearest emergency department.

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## **5. Relationship Between You, Healsend, and Professional Entities**

### **5.1 Independent Medical Judgment**

Providers using the Platform exercise their own professional medical judgment. Healsend has no authority to direct or control their practice of medicine.

### **5.2 No Agency or Employment**

Nothing in this Agreement creates an employment, agency, or joint-venture relationship between Healsend and any Provider or patient.

### **5.3 Clinical Responsibility**

All medical diagnoses, prescriptions, and treatments are the sole responsibility of Providers acting within their licenses. Questions regarding clinical care must be directed to the relevant Professional Entity.

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## **6. Consent to Telehealth**

### **6.1 General Consent**

By using the Platform, you consent to receive telehealth services from licensed Providers through interactive audio, video, and electronic communications.

### **6.2 Understanding Risks and Benefits**

You acknowledge that telehealth involves electronic transmission of personal and medical data and that certain conditions may not be diagnosable remotely. Benefits include convenience and expanded access; risks include technical failures or miscommunication.

### **6.3 Withdrawal of Consent**

You may withdraw telehealth consent at any time by notifying your Provider or discontinuing Platform use. Withdrawal does not affect care already provided under prior consent.

### **6.4 HIPAA Compliance**

Telehealth sessions are conducted through secure, encrypted channels and comply with HIPAA and state telemedicine laws. Healsend maintains administrative, technical, and physical safeguards to protect health information.

### **6.5 Acknowledgment**

You confirm that you understand and accept the information contained in the Healsend Consent to Telehealth Policy, which explains risks, alternatives, and limitations of remote care.

## **7. Payment, Billing & Refunds**

### **7.1 Payment Authorization**

By submitting your payment information, you authorize Healsend to charge all applicable fees—including technology, administrative, and subscription fees—to your designated payment method. Charges may appear under the name “**Healsend Inc.**” on your statement.

### **7.2 Third-Party Processors**

Payments are processed by independent, PCI-DSS-compliant payment processors

("Payment Vendors"). Healsend does not store full credit-card numbers or bank details. By using the Services, you agree to the Payment Vendor's own terms and privacy policies.

### **7.3 Subscriptions and Renewals**

If you enroll in an auto-renewing plan, recurring charges will continue until you cancel through your dashboard or by contacting [yourhealth@healsend.com](mailto:yourhealth@healsend.com) at least five (5) business days before the next billing cycle.

### **7.4 Refund Policy**

- (a) Administrative or technology fees are refundable only if the Service was not delivered or if required by law.
- (b) Clinical encounter fees are **non-refundable** once a consultation has begun.
- (c) Refunds are processed within 10 business days of approval.

### **7.5 Chargebacks and Disputes**

Before initiating any chargeback, you must give Healsend an opportunity to resolve the issue. Unwarranted chargebacks may result in suspension of access and collection of reversal costs.

### **7.6 Taxes**

Fees are exclusive of sales or use taxes unless expressly stated. You are responsible for any applicable taxes imposed by law.

### **7.7 Insurance Exclusion**

Healsend operates solely on a self-pay basis. No claims are filed with private insurance, Medicare, or Medicaid. You are responsible for all out-of-pocket costs.

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## **8. User Conduct and Prohibited Uses**

### **8.1 Lawful Use**

You agree to comply with all federal and state laws, including those governing telehealth, controlled substances, and privacy.

### **8.2 Prohibited Activities**

You must not:

- (a) Impersonate another person or falsify medical or contact information;
- (b) Attempt to gain unauthorized access to any account or system;
- (c) Transmit malware, scripts, or spam;
- (d) Reverse-engineer, copy, or modify any Platform component;
- (e) Engage in abusive, threatening, or harassing communications toward staff or Providers.

### **8.3 Monitoring and Enforcement**

Healsend may monitor activity to maintain security and compliance. Violations may result in immediate termination, referral to authorities, or legal action.

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## **9. Intellectual Property Rights**

### **9.1 Ownership**

All intellectual-property rights—including software, databases, trademarks, text, graphics, and user-interface design—belong exclusively to Healsend Inc. or its licensors.

### **9.2 Limited License**

Healsend grants you a non-exclusive, revocable license to use the Platform for your personal, lawful purposes. This license does not permit resale, framing, or derivative works.

### **9.3 Feedback**

Any feedback or suggestions you provide may be used by Healsend without restriction or obligation.

### **9.4 Infringement Claims**

If you believe any content violates your rights, send notice to [yourhealth@healsend.com](mailto:yourhealth@healsend.com) with sufficient detail for evaluation under 17 U.S.C. § 512 (DMCA).

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## **10. Privacy and Data Handling**

### **10.1 Privacy Commitment**

Healsend handles personal and health information in accordance with:

- The Healsend Privacy Policy;
- The Healsend Consumer Health Data & Biometric Privacy Policy; and
- Applicable federal and state laws including HIPAA, HITECH, and FTC Health Breach Notification Rule.

### **10.2 HIPAA Role**

When supporting a Professional Entity that is a Covered Entity, Healsend acts as a Business Associate and enters a Business Associate Agreement (BAA) defining its obligations to safeguard Protected Health Information (PHI).

### **10.3 Data Use and Retention**

Information is used only for lawful operational purposes and retained for periods required by law or legitimate business need (generally 7 years for health records).

#### **10.4 Security Measures**

Healsend uses administrative, technical, and physical safeguards including encryption, access controls, and regular audits. No system is 100% secure; you acknowledge that internet transmission carries risk.

#### **10.5 Data Deletion and Requests**

Requests for access, correction, or deletion may be sent to [yourhealth@healsend.com](mailto:yourhealth@healsend.com). Healsend will verify identity and respond within statutory timeframes.

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### **11. Communications and Electronic Records**

#### **11.1 Electronic Consent**

You consent to receive all records and communications electronically, including legal notices, account updates, and billing receipts. This satisfies requirements for “writing” under the E-SIGN Act and state UETA laws.

#### **11.2 Email and SMS Usage**

Transactional messages may be sent for appointments, account security, and shipping updates. Marketing messages are sent only with your express opt-in and include an unsubscribe mechanism.

#### **11.3 Withdrawal of Consent**

You may withdraw electronic consent by emailing [yourhealth@healsend.com](mailto:yourhealth@healsend.com); however, certain features or records may then be unavailable in paper form only for a fee where permitted by law.

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### **12. Disclaimers and Limitation of Liability**

#### **12.1 No Medical Warranty**

Healsend makes no representations that use of the Platform will produce specific health outcomes. All information is provided “as is” for informational purposes only.

#### **12.2 Service Warranty Disclaimer**

To the maximum extent permitted by law, Healsend disclaims all warranties—express, implied, or statutory—including merchantability, fitness for a particular purpose, and non-infringement.

#### **12.3 Limitation of Damages**

Healsend’s total liability for any claim arising from use of the Services shall not exceed the total fees paid by you in the preceding twelve (12) months. No party is liable for incidental, consequential, special, or punitive damages.

#### **12.4 Indemnification**

You agree to defend, indemnify, and hold harmless Healsend and its officers, employees, and affiliates from any claim arising from your breach of these Terms or misuse of the Platform.

#### **12.5 Third-Party Links and Content**

The Platform may contain links to third-party websites not controlled by Healsend. We assume no responsibility for their content or policies.

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### **13. Dispute Resolution and Arbitration**

#### **13.1 Good-Faith Negotiation**

Before filing any formal claim, the parties shall attempt in good faith to resolve disputes informally for at least 30 days after written notice to the other party.

#### **13.2 Binding Arbitration**

If unresolved, any dispute arising out of these Terms shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The seat of arbitration shall be Sheridan County, Wyoming.

#### **13.3 Class-Action Waiver**

You and Healsend waive any right to participate in a class or representative action unless such waiver is unenforceable under applicable law.

#### **13.4 Judicial Relief**

Either party may seek temporary or preliminary injunctive relief in state or federal court located in Wyoming to protect confidential information or intellectual property pending arbitration.

### **14. Termination of Access and Services**

#### **14.1 Grounds for Termination**

Healsend may suspend or terminate your account or access to any part of the Platform without notice if:

- (a) you violate these Terms or any applicable law;
- (b) your use threatens the security or integrity of the Platform or its users;
- (c) a Provider requests termination for clinical or compliance reasons; or
- (d) Healsend is required to do so by law or regulation.

#### **14.2 Effect of Termination**

Upon termination: (i) all licenses granted to you end immediately; (ii) access to your account and records may be disabled; and (iii) Healsend retains the right to preserve



data as required by law. Termination does not affect any payment or arbitration obligations that have accrued.

### **14.3 User-Initiated Closure**

You may close your account at any time by submitting a written request to [yourhealth@healsend.com](mailto:yourhealth@healsend.com). Data will be retained or deleted in accordance with Healsend's data-retention policy.

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## **15. Governing Law and Jurisdiction**

### **15.1 Applicable Law**

This Agreement is governed by the laws of the State of Wyoming and applicable federal laws of the United States, without regard to conflict-of-laws principles.

### **15.2 Venue**

Any judicial proceeding permitted under Section 13 (Dispute Resolution) shall be brought exclusively in the state or federal courts located in Sheridan County, Wyoming. Each party consents to that venue and waives objection to personal jurisdiction there.

### **15.3 Severability and Construction**

If any provision of these Terms is found unenforceable, the remainder shall remain in full force. Headings are for convenience only and do not affect interpretation.

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## **16. Contact Information**

For questions, complaints, or regulatory inquiries about these Terms or your account, contact:

### **Healsend Inc.**

30 N Gould St Ste R, Sheridan, WY 82801

Email: [yourhealth@healsend.com](mailto:yourhealth@healsend.com)

Healsend strives to acknowledge all written communications within five (5) business days and provide a substantive response within thirty (30) days when required by law.

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## **17. Updates to These Terms**

### **17.1 Notice of Changes**

Healsend may amend these Terms from time to time to reflect changes in law, regulation, technology, or business practices. The revised version will be posted on the

Platform with a new “Effective Date.” Significant changes will be communicated via email or account notification.

## **17.2 Continued Use**

Your continued use of the Platform after any update constitutes acceptance of the revised Terms.

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## **18. Business Associate & HIPAA Chain of Trust**

### **18.1 Designation as Business Associate**

When Healsend performs functions for a Professional Entity that is a HIPAA Covered Entity, Healsend acts as its Business Associate as defined in 45 CFR §160.103 and §164.502(e). Healsend executes a Business Associate Agreement (BAA) with each Covered Entity before handling Protected Health Information (PHI).

### **18.2 Safeguards and Compliance**

Healsend implements administrative, technical, and physical safeguards that meet or exceed 45 CFR §164.308 – §164.312. Subcontractors that create or receive PHI must sign written agreements imposing the same standards. Healsend reports security incidents and breaches to the Covered Entity without undue delay.

### **18.3 Audit and Inspection Rights**

Covered Entities may request reasonable proof of Healsend’s HIPAA security compliance or conduct an audit subject to confidentiality obligations and reasonable notice.

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## **19. Vendor and Sub-Processor Management**

### **19.1 Approved Vendors**

Healsend uses carefully vetted third-party service providers for hosting, communication, payment, and data analysis functions. Each provider operates under a written agreement requiring confidentiality and HIPAA-equivalent safeguards.

### **19.2 Due Diligence and Risk Assessment**

Before engagement, Healsend reviews each vendor’s security certifications and breach-response protocols. Vendors are periodically re-evaluated for ongoing compliance.

### **19.3 Change Notifications**

Healsend maintains a record of active vendors and will notify Professional Entities of any material changes in sub-processor status within thirty (30) days where contractually required.

## **19.4 Data Transfer Limitations**

All data processing occurs within the United States unless otherwise agreed in writing and subject to comparable protections under applicable privacy laws.

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## **20. Prescription Fulfillment and Pharmacy Disclosure**

### **20.1 Independent Licensed Pharmacies**

All prescriptions issued through the Platform are filled by independent, state-licensed pharmacies operating under Section 503A or 503B of the Federal Food, Drug, and Cosmetic Act. Healsend does not compound, manufacture, dispense, or ship medications.

### **20.2 Pharmacy Selection and Coordination**

You may choose any qualified pharmacy. When you select a default partner pharmacy within the Platform, Healsend transmits prescriptions electronically but does not set pricing or delivery timelines.

### **20.3 Quality and Compliance**

Pharmacies are responsible for drug quality, storage, and FDA recall compliance. Healsend will forward any recall notices received to affected patients without delay.

### **20.4 No Affiliation or Ownership**

Healsend does not own, operate, or receive commissions from any pharmacy. All pharmacy relationships are arm's-length for coordination only.

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## **21. Refunds, Chargebacks & Consumer Protections**

### **21.1 Refund Eligibility**

Administrative, technology, and subscription fees are non-refundable once services have commenced unless required by law or the service was not delivered. If a technical error prevents access to a paid feature, Healsend will provide a refund or credit at its sole discretion.

### **21.2 Clinical Fees**

Provider consultation fees and telehealth encounter charges are non-refundable once a Provider review has begun, since professional time is immediately incurred.

### **21.3 Refund Procedure**

Requests must be submitted to [yourhealth@healsend.com](mailto:yourhealth@healsend.com) within thirty (30) days of the

transaction date. Healsend may require identity verification and supporting documentation. Approved refunds are processed within ten (10) business days through the original payment method.

#### **21.4 Chargebacks**

You agree not to initiate a chargeback until Healsend has had ten (10) business days to resolve your complaint. If a chargeback is initiated contrary to this policy and Healsend prevails, you agree to reimburse all costs incurred in defending the dispute.

#### **21.5 Consumer Rights Preservation**

Nothing in this section limits your rights under the Federal Trade Commission Act or state consumer-protection laws. Healsend will cooperate with regulators and financial institutions in good faith to ensure lawful resolution of consumer disputes.

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### **22. SMS, Email & Telephone Consumer Protection Act (TCPA) Consent**

#### **22.1 Transactional Messages**

By providing a mobile number or email address, you consent to receive non-marketing communications about appointments, account activity, prescription status, and billing. These messages are necessary for service delivery and do not require separate opt-in.

#### **22.2 Marketing Communications**

Promotional SMS or emails are sent only with your explicit written consent. All marketing messages include clear unsubscribe options and are managed per the CAN-SPAM Act and TCPA 47 U.S.C. § 227.

#### **22.3 Opt-Out and Frequency**

You may reply “STOP” to any SMS to end messaging or use the unsubscribe link in emails. Healsend respects opt-outs within ten (10) business days. Typical frequency for non-marketing texts does not exceed four per transaction.

#### **22.4 Standard Carrier Charges**

Standard message and data rates may apply. Healsend is not liable for mobile carrier fees or delivery failures outside its control.

#### **22.5 Recordkeeping and Audit**

Consent records are retained for four (4) years as required by FCC regulations. Healsend may audit third-party SMS providers for compliance.

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### **23. Accessibility (ADA § 508 / WCAG 2.1 AA)**

### **23.1 Accessibility Commitment**

Healsend is committed to digital accessibility for all users, including those with disabilities. Our Platform is designed to meet or exceed Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and Americans with Disabilities Act (ADA) § 508 standards.

### **23.2 Continuous Improvement**

Accessibility audits are performed annually. User feedback is reviewed within thirty (30) days to identify areas for improvement or accommodation.

### **23.3 Reporting Barriers**

If you encounter an accessibility issue, please contact [yourhealth@healsend.com](mailto:yourhealth@healsend.com) with a description of the problem and the web address. Healsend will acknowledge reports within five (5) business days and aim to resolve confirmed issues within thirty (30) days.

### **23.4 Alternative Formats**

Upon request, Healsend will provide documents or communications in alternative accessible formats where feasible and lawful.

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## **24. Business Continuity & Incident Response**

### **24.1 Continuity Plan**

Healsend maintains a documented Business Continuity and Disaster Recovery (BC/DR) plan that defines Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) appropriate to health-data operations.

### **24.2 Data Resilience and Security**

Platform data is stored in redundant, encrypted U.S.-based data centers operated by qualified infrastructure providers under HIPAA-compliant agreements. Backups are tested periodically to ensure recoverability.

### **24.3 Incident Notification**

In the event of a breach or security incident involving Consumer Health Data or PHI, Healsend will notify affected individuals and regulators within the time frames required by 45 CFR § 164.404 and applicable state laws.

### **24.4 Employee Training and Testing**

Personnel undergo biannual training on incident response protocols. Table-top and live drills are conducted at least once per year to test preparedness.

### **24.5 Force Majeure**

Healsend is not liable for failures caused by events beyond its reasonable control, including natural disasters, labor disputes, power outages, or internet disruptions.

However, Healsend will use commercially reasonable efforts to resume operations promptly.

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## **25. State-Specific Addenda**

### **25.1 California (California Consumer Privacy Act / CPRA)**

California residents have the right to know what personal data is collected, request deletion or correction, and opt out of data sharing for marketing. Healsend does not sell personal information as defined by Cal. Civ. Code § 1798.140.

### **25.2 Washington (My Health My Data Act)**

Explicit consent is required before collecting Consumer Health Data from Washington residents. Users may withdraw consent at any time. Deletion requests are honored within forty-five (45) days.

### **25.3 Texas (Health & Safety Code Chapter 181 – HB 300)**

All personnel with access to health information receive state-specific privacy training annually. Texas residents may request audit trails of PHI access per § 181.154.

### **25.4 Florida Telehealth Act (§ 456.47)**

Providers delivering care to Florida patients comply with state licensure and registration requirements. Out-of-state Providers using the Platform must be registered with the Florida Department of Health if required.

### **25.5 New York Telehealth Parity & Consent Laws**

Telehealth services for New York residents are subject to Public Health Law § 2999-cc and related DOH guidance on informed consent and documentation. Providers retain copies of telehealth consent for at least six (6) years.

### **25.6 Colorado and Virginia Privacy Acts**

Healsend honors consumer rights to access, deletion, and correction under the Colorado Privacy Act and Virginia Consumer Data Protection Act. Appeals of privacy decisions may be submitted within thirty (30) days.

### **25.7 Precedence of Law**

If any state-specific law conflicts with these Terms, the stricter consumer-protection rule prevails. Healsend continuously monitors legislative changes and updates its policies accordingly.

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## **26. Entire Agreement and Execution**

### **26.1 Entire Agreement**

These Terms, together with all incorporated policies and consents, constitute the entire agreement between you and Healsend regarding use of the Services and supersede all prior oral or written understandings.

### **26.2 No Waiver**

Failure by Healsend to enforce any provision is not a waiver of that or any other right.

### **26.3 Assignment**

You may not assign these Terms without Healsend's prior written consent. Healsend may assign its rights to any successor entity in connection with a merger or reorganization.

### **26.4 Survival**

Sections 12 (Disclaimers and Limitation of Liability), 13 (Arbitration), 15 (Governing Law), 18 (HIPAA Chain of Trust), and 24 (Business Continuity) survive termination or expiration of this Agreement.

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## **Acknowledgment and Effective Execution**

By creating an account or continuing to use the Healsend Platform, you acknowledge that you have read, understood, and agreed to be bound by this entire Terms of Service, effective as of October 5, 2025.

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