COMPREHEND PT, INC.

Terms of Service

Effective Date: July 15, 2026 · Version 1.0

IMPORTANT — PLEASE READ CAREFULLY

These Terms of Service ("Terms") constitute a legally binding agreement between you and Comprehend PT, Inc. By accessing or using any Comprehend Health website, platform, application, social media presence, or free trial, you agree to be bound by these Terms. If you do not agree, do not access or use the Services.

If you are accepting these Terms on behalf of a clinic, practice group, or other organization, you represent that you have authority to bind that entity. In that case, "you" and "your" refer to that entity.

A separate Business Associate Agreement (BAA) governs the handling of Protected Health Information (PHI) under HIPAA. These Terms do not supersede any executed BAA or enterprise Services Agreement.

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1. Definitions

The following defined terms apply throughout these Terms:

“Comprehend Health”	Comprehend PT, Inc., a Delaware corporation, together with its affiliates, officers, directors, employees, agents, and assigns. Also referred to as “Company,” “we,” “us,” or “our.”
“Platform”	The Comprehend Health software-as-a-service application, including the ambient AI clinical documentation tools, therapist workflow features, reporting functionality, APIs, and any related mobile or web applications made available by Company.
“Services”	The Platform and all related services, support, documentation, updates, and integrations provided by Comprehend Health, including services accessed via third-party integrations such as an EMR/EHR provider.
“Website”	The publicly accessible websites operated by Comprehend Health, including comprehendhealth.ai and any subdomains or successor domains.
“Social Media Presence”	Comprehend Health’s official accounts, pages, and profiles on Facebook, LinkedIn, Instagram, and any other social media or professional networking platforms.
“User”	Any individual who accesses or uses the Services or Website, including licensed physical therapists, occupational therapists, speech-language pathologists, clinic administrators, and other healthcare professionals.
“Enterprise Customer”	A clinic, practice group, healthcare system, or other organization that has entered into a separate executed Services Agreement with Comprehend Health.
“Authorized User”	A User who accesses the Platform under credentials provisioned by an Enterprise Customer pursuant to a Services Agreement.
“Free Trial User”	A User accessing the Platform under a time-limited free trial period as described in Section 4.
“Content”	Any text, data, audio, images, notes, clinical documentation, or other materials submitted to, generated through, or accessed via the Services by a User.
“PHI”	Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

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"De-identified Data"	Data that has been stripped of all HIPAA-defined identifiers such that it cannot reasonably be used to identify an individual, in accordance with 45 C.F.R. § 164.514.

2. Scope of These Terms

These Terms govern your access to and use of:

- The Comprehend Health Website, including all pages, content, and features accessible without account registration;
- The Platform, whether accessed directly through Comprehend Health or through a third-party integration (including EMR/EHR partners);
- Free trials of the Platform;
- The Social Media Presence, including all content you view, submit, or interact with on Comprehend Health's Facebook and LinkedIn profiles; and
- Any other digital touchpoint, application, or service operated by Comprehend Health.

These Terms apply to all Users, including Authorized Users whose primary contractual relationship is with an Enterprise Customer. If you are an Authorized User, your Enterprise Customer's Services Agreement governs the commercial terms of the subscription; these Terms govern your individual conduct and access. In the event of a direct conflict between these Terms and an executed Services Agreement, the Services Agreement controls with respect to the Enterprise Customer relationship, but these Terms continue to govern individual User conduct.

These Terms do not apply to any Comprehend Health employee's use of internal systems or tools.

3. Eligibility and Account Registration

3.1 Eligibility

You must be at least 18 years of age to use the Services. The Services are designed for licensed healthcare professionals and administrative staff operating within lawfully established healthcare practices. By using the Services, you represent and warrant that:

- You are at least 18 years of age;
- You have the legal authority to agree to these Terms, either on your own behalf or on behalf of the organization you represent;
- Your use of the Services will comply with all applicable federal, state, and local laws and regulations, including those governing the practice of physical therapy, occupational therapy, and speech-language pathology in your jurisdiction; and
- You are not prohibited by applicable law from receiving the Services.

3.2 Account Registration

Certain features of the Services require account registration. When registering, you agree to:

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- Provide accurate, current, and complete information as prompted by the registration process;
- Maintain and promptly update your account information to keep it accurate, current, and complete;
- Keep your login credentials confidential and not share them with any other person;
- Notify Comprehend Health immediately at support@comprehendhealth.ai if you suspect unauthorized access to your account; and
- Accept responsibility for all activities that occur under your account credentials.

Comprehend Health reserves the right to refuse registration, suspend, or terminate any account at its sole discretion.

3.3 Authorized User Accounts

If you are an Authorized User accessing the Platform under credentials provisioned by an Enterprise Customer, your account is subject to the terms of the Enterprise Customer's Services Agreement in addition to these Terms. Your Enterprise Customer may have authority to modify, suspend, or terminate your access. Comprehend Health will follow the instructions of Enterprise Customers with respect to user provisioning and deprovisioning.

4. Free Trials

4.1 Trial Eligibility and Duration

Comprehend Health may offer free trial access to the Platform at its discretion. Free trials are available to eligible healthcare professionals and practice groups who have not previously held a paid subscription. The duration of a free trial will be specified at the time of sign-up. Comprehend Health reserves the right to modify, extend, or terminate free trial offers at any time without notice.

4.2 Terms Applicable to Free Trials

All provisions of these Terms apply to Free Trial Users. In addition:

- Free trial access is granted solely for the purpose of evaluating the Services for potential purchase;
- Free Trial Users may not use trial access for competitive intelligence, benchmarking against competing products, or any commercial purpose other than evaluation;
- Comprehend Health may limit the features, data storage, or volume of activity available during a free trial;
- Content and data entered during a free trial may be deleted upon trial expiration unless you convert to a paid subscription; and
- Comprehend Health makes no guarantees that the Services will be available, uninterrupted, or error-free during a trial period.

4.3 Conversion

At the conclusion of the free trial period, continued access to the Platform requires a paid subscription. Comprehend Health will communicate subscription options prior to trial expiration. Free Trial Users who do not convert to a paid subscription will lose access to the Platform and any Content stored therein upon trial expiration.

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4.4 HIPAA and Trial Users

Free Trial Users who enter, upload, or process PHI during a trial period are required to execute a Business Associate Agreement with Comprehend Health prior to or contemporaneously with trial activation. Do not enter real patient data into the Platform during a free trial without an executed BAA in place.

5. License Grant and Restrictions

5.1 License Grant

Subject to your compliance with these Terms (and, for Authorized Users, the applicable Services Agreement), Comprehend Health grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely for your internal business purposes in connection with the lawful provision of healthcare services.

5.2 Restrictions

You agree not to, directly or indirectly:

- Copy, modify, adapt, translate, reverse engineer, disassemble, decompile, or create derivative works based on the Platform or any component thereof;
- Sublicense, resell, distribute, assign, or otherwise transfer your rights to the Services to any third party;
- Use the Services to build a competing product or service, or permit a competitor of Comprehend Health to access the Services for that purpose;
- Scrape, crawl, or use automated means to extract data or content from the Platform or Website other than through authorized APIs;
- Circumvent, disable, or interfere with any security, authentication, or access-control features of the Services;
- Upload or transmit any malicious code, viruses, or other harmful materials;
- Access any portion of the Services for which you are not specifically authorized;
- Remove or alter any copyright, trademark, or other proprietary notices on or within the Services; or
- Use the Services in any manner that violates applicable law, including HIPAA, state privacy laws, or professional licensing requirements.

6. User Conduct

You are solely responsible for your conduct and any Content you submit through the Services. You agree that your use of the Services will always comply with applicable law, professional standards, and these Terms. Specifically, you agree not to:

- Post, transmit, or otherwise make available through the Services any Content that is unlawful, harassing, defamatory, abusive, tortious, threatening, obscene, or otherwise objectionable;
- Impersonate any person or entity, or falsely state or misrepresent your affiliation with any person or entity;

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- Submit false, inaccurate, or misleading information, including in connection with patient documentation generated through the Platform;
- Use the AI-generated clinical documentation features as a substitute for your independent professional judgment; you remain solely responsible for all clinical decisions and the accuracy of any patient records you create, edit, or submit;
- Share access credentials with individuals who are not authorized to access patient information under HIPAA or applicable state law;
- Attempt to access the accounts, data, or Content of other Users without authorization; or
- Use the Services to facilitate any violation of applicable healthcare laws, billing regulations, or professional ethics standards.

Comprehend Health reserves the right, but not the obligation, to monitor use of the Services and to remove Content that violates these Terms, without prior notice and without liability to you.

7. Social Media and Third-Party Platforms

7.1 Comprehend Health Social Media Presence

Comprehend Health maintains official profiles on Facebook, LinkedIn, and may maintain profiles on other social or professional networking platforms (collectively, the "Social Media Presence"). These Terms apply to your interactions with the Social Media Presence, including any content you post, share, comment on, or submit via those platforms.

7.2 Conduct on Social Media

When interacting with Comprehend Health's Social Media Presence, you agree not to:

- Post or share PHI or individually identifiable patient information of any kind;
- Post content that is harassing, threatening, defamatory, discriminatory, or otherwise unlawful;
- Spam, flood, or otherwise disrupt Comprehend Health's social media channels;
- Post content that misrepresents your affiliation with Comprehend Health or that could be misconstrued as an official Company statement;
- Use Comprehend Health's Social Media Presence to solicit business or promote competing products or services; or
- Post content that infringes the intellectual property rights of any third party.

Comprehend Health reserves the right to remove content from its Social Media Presence and to block or report users who violate these Terms or applicable platform policies, without prior notice.

7.3 Third-Party Platform Terms

The Social Media Presence is hosted on platforms (including Meta/Facebook and LinkedIn) that are subject to their own terms of service, community standards, and privacy policies. Comprehend Health does not control those platforms and is not responsible for their terms, policies, or data practices. Your use of those platforms is governed by the applicable platform's terms in addition to these Terms.

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7.4 Communications to Non-Users

Comprehend Health may communicate with therapists and healthcare professionals through the Social Media Presence or other channels regardless of whether those individuals are current subscribers. Such communications – including product information, educational content, promotional materials, and industry updates – do not create any contractual relationship and do not modify these Terms or any Services Agreement. Recipients of such communications may opt out at any time pursuant to applicable law.

7.5 No Clinical Advice via Social Media

Content posted by Comprehend Health on any Social Media Presence is for informational and promotional purposes only. Nothing in Comprehend Health's Social Media Presence constitutes clinical advice, legal advice, or professional guidance of any kind. Do not submit PHI, patient information, or specific clinical questions through any social media channel.

8. Health Information and HIPAA

8.1 HIPAA Compliance

Comprehend Health acknowledges that its Platform is used by covered entities and their workforce members in connection with the creation, maintenance, and transmission of PHI. Comprehend Health operates as a Business Associate under HIPAA with respect to Enterprise Customers that have executed a Business Associate Agreement (BAA). All handling of PHI is governed by the applicable BAA and not by these Terms.

8.2 No PHI Without a BAA

You must not submit, upload, process, or otherwise transmit PHI through the Services unless:

- You are an Authorized User under an Enterprise Customer's Services Agreement that includes an executed BAA between the Enterprise Customer and Comprehend Health; or
- You have individually executed a BAA with Comprehend Health.

Free Trial Users are expressly prohibited from submitting PHI without a BAA in place. Use de-identified or synthetic patient data for all trial and evaluation activities.

8.3 AI-Generated Documentation – Clinical Responsibility

The Platform includes ambient AI tools designed to assist clinicians in generating clinical documentation, including treatment notes and summaries. You acknowledge and agree that:

- AI-generated documentation is a draft aid only and is not a substitute for clinician review, judgment, and attestation;
- You are solely responsible for reviewing all AI-generated content before incorporating it into any patient record;
- You are solely responsible for the accuracy, completeness, and regulatory compliance of any clinical documentation you submit, regardless of whether it was generated in whole or in part by the Platform's AI features;

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- Comprehend Health makes no representations regarding the clinical accuracy of AI-generated output; and
- Submission of AI-assisted documentation to a payer, third party, or medical record constitutes your attestation of its accuracy and completeness.

8.4 State Law Compliance

Healthcare privacy laws vary by state. You are responsible for ensuring that your use of the Services complies with all applicable state health information privacy laws, including but not limited to California's Confidentiality of Medical Information Act (CMIA), Texas Medical Records Privacy Act, and any applicable mental health, substance use, or reproductive health privacy statutes in your jurisdiction. Comprehend Health does not warrant that the Services are configured for compliance with any particular state law.

9. Intellectual Property

9.1 Comprehend Health IP

The Platform, Website, and all related software, algorithms, AI models, user interfaces, documentation, and content developed by or for Comprehend Health are and remain the sole and exclusive property of Comprehend PT, Inc. and its licensors. These Terms do not convey to you any ownership interest in the Services or any Comprehend Health intellectual property. All rights not expressly granted are reserved.

9.2 Trademarks

"Comprehend Health," the Comprehend Health logo, and any other product or service names designated by Comprehend Health are trademarks or service marks of Comprehend PT, Inc. You may not use these marks without the prior written consent of Comprehend Health. Nothing in these Terms grants you any right to use any Comprehend Health mark in any manner.

9.3 Your Content

You retain ownership of Content you submit to the Services. By submitting Content, you grant Comprehend Health a limited, non-exclusive, royalty-free, worldwide license to store, process, display, and transmit that Content solely as necessary to provide the Services to you.

9.4 De-identified Data and Platform Improvement

Comprehend Health may use De-identified Data – data from which all HIPAA-defined identifiers have been removed in accordance with 45 C.F.R. § 164.514 – for purposes including improving the Platform, training and refining AI models, generating aggregated analytics and benchmarks, conducting research, and developing new features and services. This use of De-identified Data is in addition to, and does not conflict with, any obligation under the applicable BAA, which governs PHI only. Comprehend Health will not re-identify De-identified Data.

9.5 Feedback

If you provide Comprehend Health with any suggestions, ideas, enhancement requests, feedback, or other information regarding the Services ("Feedback"), you assign to Comprehend Health all right, title, and interest in and to such Feedback, and Comprehend Health may use and incorporate Feedback into the Services without restriction or compensation to you.

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10. Data Use and Privacy

Comprehend Health's collection, use, and disclosure of personal information in connection with the Services is governed by its Privacy Policy, available at https://comprehendhealth.ai/privacy-policy, which is incorporated into these Terms by reference.

By using the Services, you consent to the collection and use of your information as described in the Privacy Policy. To the extent you are an Authorized User and PHI is processed through your use of the Platform, the applicable BAA governs the treatment of that PHI.

You may also have rights under applicable state privacy laws, including the California Consumer Privacy Act (CCPA/CPRA) and similar statutes. Please refer to the Privacy Policy for a full description of your rights and how to exercise them.

11. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPREHEND HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION:

- WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;
- WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF AI-GENERATED CLINICAL DOCUMENTATION OR ANY PLATFORM OUTPUT;
- WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND
- WARRANTIES REGARDING THE SUITABILITY OF THE SERVICES FOR USE IN ANY REGULATED CLINICAL, BILLING, OR LEGAL CONTEXT.

COMPREHEND HEALTH IS NOT A HEALTHCARE PROVIDER AND DOES NOT PROVIDE CLINICAL, MEDICAL, LEGAL, OR PROFESSIONAL ADVICE. THE PLATFORM IS A DOCUMENTATION ASSISTANCE TOOL. ALL CLINICAL DECISIONS REMAIN THE SOLE RESPONSIBILITY OF THE LICENSED PROFESSIONAL USING THE SERVICES.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- IN NO EVENT WILL COMPREHEND HEALTH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES, EVEN IF COMPREHEND HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- COMPREHEND HEALTH'S AGGREGATE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU TO COMPREHEND HEALTH IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS ($100.00).
- THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF WHETHER COMPREHEND HEALTH HAS BEEN

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INFORMED OF THE POSSIBILITY OF SUCH LOSS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES. IN SUCH JURISDICTIONS, COMPREHEND HEALTH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnification

You agree to defend, indemnify, and hold harmless Comprehend Health, its affiliates, and their respective officers, directors, employees, contractors, agents, licensors, and successors from and against any claims, liabilities, damages, judgments, awards, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms;
- Your violation of any applicable law, regulation, or third-party right, including HIPAA or applicable state privacy law;
- Any Content you submit through the Services or Social Media Presence;
- Your use of the Platform's AI-generated documentation in connection with any patient record, insurance claim, or regulatory submission;
- Any clinical decision made in connection with your use of the Services; or
- Any dispute between you and an Enterprise Customer, payer, patient, or third party arising from your use of the Services.

14. Term and Termination

14.1 Term

These Terms are effective as of the date you first access or use the Services and continue until terminated.

14.2 Termination by You

You may terminate these Terms at any time by discontinuing all use of the Services and, if applicable, closing your account. Paid subscribers must follow the cancellation procedures in the applicable Services Agreement.

14.3 Termination by Comprehend Health

Comprehend Health may suspend or terminate your access to the Services at any time, with or without cause and with or without notice, including without limitation if:

- You breach any provision of these Terms;
- Comprehend Health receives a valid instruction from an Enterprise Customer to deprovision your account;
- Your use of the Services creates risk or legal exposure for Comprehend Health or other Users;
- Your account has been inactive for an extended period; or

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- Comprehend Health discontinues the Services.

14.4 Effect of Termination

Upon termination: (a) all licenses granted under these Terms immediately cease; (b) you must immediately cease all use of the Services; and (c) Comprehend Health may delete your account and Content in accordance with its data retention practices and applicable law. Sections 9 (Intellectual Property), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Indemnification), 15 (Governing Law), and 16 (General Provisions) survive termination.

15. Governing Law and Dispute Resolution

15.1 Governing Law

These Terms and any dispute arising out of or related to them or the Services will be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. If federal jurisdiction is applicable, the parties consent to the exclusive jurisdiction of the federal courts located in the District of Delaware.

15.2 Informal Resolution

Before initiating any formal proceeding, you agree to contact Comprehend Health at contact@comprehendpt.ai and provide a written description of the dispute, your desired resolution, and your contact information. The parties will attempt in good faith to resolve the dispute informally for a period of thirty (30) days.

15.3 Arbitration

If the parties cannot resolve a dispute informally, any dispute, claim, or controversy arising out of or relating to these Terms or the Services (other than claims for injunctive or equitable relief and IP disputes) will be resolved by binding individual arbitration administered by JAMS under its Streamlined Arbitration Rules and Procedures. The arbitration will be conducted in English. The arbitrator's award will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

15.4 Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING WITH RESPECT TO ANY DISPUTE ARISING UNDER THESE TERMS OR THE SERVICES. EACH PARTY MAY BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY.

15.5 Exceptions

Notwithstanding the foregoing, either party may seek preliminary injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property rights or prevent irreparable harm, without prejudice to the right to seek full relief through arbitration.

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16. General Provisions

16.1 Modifications

Comprehend Health reserves the right to modify these Terms at any time. We will notify you of material changes by posting the revised Terms on the Website and updating the Effective Date, and, where practicable, by sending notice to the email address associated with your account. Your continued use of the Services after the effective date of any modification constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must discontinue use of the Services.

16.2 Entire Agreement

These Terms, together with the Privacy Policy, any executed BAA, and any executed Services Agreement, constitute the entire agreement between you and Comprehend Health with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Services. In the event of a conflict between these Terms and any executed Services Agreement, the Services Agreement governs the Enterprise Customer relationship.

16.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision will be modified to the minimum extent necessary to make it enforceable, or if not possible, severed from these Terms, and the remaining provisions will continue in full force and effect.

16.4 Waiver

No waiver by Comprehend Health of any breach or default under these Terms will be deemed a waiver of any subsequent breach or default. All waivers must be in writing signed by an authorized representative of Comprehend Health.

16.5 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of Comprehend Health. Comprehend Health may assign these Terms without restriction, including in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this section is void.

16.6 Force Majeure

Comprehend Health will not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disasters, pandemics, government actions, cyberattacks, or failures of third-party infrastructure providers.

16.7 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights. Nothing in these Terms will be construed to give any person or entity other than you and Comprehend Health any rights or remedies hereunder.

16.8 Notices

Notices to Comprehend Health must be sent in writing to the address in Section 17. Comprehend Health may provide notices to you via the email address on your account, via in-app notification, or by posting to the Website.

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16.9 Export Compliance

You agree to comply with all applicable U.S. and international export control laws and regulations in connection with your use of the Services. You represent that you are not located in, or a resident or national of, any country subject to U.S. embargo or sanctions.

17. Contact Information

For questions about these Terms, to report a violation, or to submit a legal notice, please contact:

Comprehend PT, Inc.
4498 Main Street
Suite 4 #1268
Amherst, NY 14226

Email: support@comprehendpt.ai
General inquiries: support@comprehendhealth.ai
Website: www.comprehendhealth.ai

— END OF TERMS OF SERVICE —

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