

TERMS AND CONDITIONS

Effective Date: November 11, 2025

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AGREEMENT TO TERMS

These Terms and Conditions ("Terms", "Terms and Conditions") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "user"), and Talos Health Corp ("Company", "we", "us", or "our"), concerning your access to and use of the Rezilia web and mobile application and the www.taloshealth.ai website, as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Services").

By accessing or using the Services, you agree that you have read, understood, and agree to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason with or without notice. You waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Services after the date such revised Terms and Conditions are posted.

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1. CRITICAL MEDICAL DISCLAIMER

1.1 Not Medical Advice

THE SERVICES, INCLUDING ALL CONTENT, AI-GENERATED RECOMMENDATIONS, AND INFORMATION PROVIDED THROUGH THE PLATFORM, ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.

The Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read, received, or learned through the Services.

1.2 No Doctor-Patient Relationship

USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP between you and Talos Health Corp, its employees, contractors, or any healthcare providers who may be affiliated with the platform. Any healthcare provider you may connect with through the Services maintains an independent professional relationship with you.

1.3 Emergency Services

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR, CALL 911, OR GO TO THE NEAREST EMERGENCY ROOM IMMEDIATELY. The Services are not designed for emergency situations. We are not

responsible for any harm or damages resulting from your use of the Services instead of seeking emergency medical care.

1.4 Self-Diagnosis Risks

Relying on any information provided by the Services, including AI-generated content, is solely at your own risk. We expressly disclaim responsibility and shall have no liability for any damages, loss, injury, or harm resulting from your use of, or reliance on, information obtained through the Services.

1.5 Individual Results May Vary

Health outcomes vary greatly from person to person. Any health recommendations, treatment suggestions, or wellness advice provided through the Services are general in nature and may not be appropriate for your specific circumstances. Always consult with your healthcare provider before making any health-related decisions.

1.6 FDA and Medical Device Disclaimer

The Services and Rezilia web and mobile application are not FDA-approved medical devices. They are wellness and health information management tools only. The Services do not diagnose, treat, cure, or prevent any disease or medical condition.

2. SERVICES DESCRIPTION

2.1 Platform Overview

Talos Health Corp provides a digital health platform that offers:

- **Health Information Management:** Tools to track and organize your personal health information, including medications, appointments, and medical records
- **AI-Powered Health Insights:** Machine learning algorithms that provide personalized health recommendations, mental health symptom analysis, and wellness suggestions
- **Medication Management:** Reminders, interaction checking, and adherence tracking
- **Educational Content:** Access to health and wellness information, articles, and resources

2.2 Service Availability

We strive to provide continuous access to the Services, but we do not guarantee that the Services will always be available at 99%, or error-free. We reserve the right to modify, suspend, or discontinue any aspect of the Services at any time without notice or liability.

2.3 Service Updates

We continuously improve the Services and may add, change, or remove features at our discretion. We will make reasonable efforts to notify you of material changes, but your continued use of the Services after such changes constitutes acceptance of the modified Services.

3. USER ELIGIBILITY

3.1 Age Requirements

You must be at least **18 years of age** to use the Services. If you are between 13 and 18 years of age, you may use the Services only with the explicit consent and supervision of a parent or legal guardian who agrees to be bound by these Terms.

By using the Services, you represent and warrant that:

- You are at least 18 years old, OR
- You are between 13 and 18 years old and have obtained verifiable parental/guardian consent
- You have the legal capacity to enter into a binding contract

3.2 Geographic Restrictions

The Services are intended for users located in the United States. If you access the Services from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

3.3 Account Restrictions

You may not use the Services if:

- You have previously been suspended or banned from the Services
 - You are prohibited by law from using health information services
 - Your account privileges have been revoked for violation of these Terms
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4. USER REGISTRATION AND ACCOUNT SECURITY

4.1 Account Creation

To access certain features of the Services, you must register for an account. When you register, you agree to:

1. Provide accurate, current, and complete information
2. Maintain and promptly update your account information
3. Maintain the security of your account credentials
4. Accept all risks of unauthorized access to your account
5. Immediately notify us of any unauthorized use of your account

4.2 Account Credentials

You are responsible for:

- Choosing a strong, secure password
- Keeping your password confidential
- All activities that occur under your account
- Any actions taken through your account, whether or not authorized by you

We strongly recommend:

- Using a unique password not used for other services
- Enabling multi-factor authentication (MFA) when available
- Not sharing your account credentials with anyone
- Logging out after each session on shared devices

4.3 Account Security Breach

If you believe your account has been compromised, you must immediately:

1. Change your password
2. Notify us at security@taloshealth.ai
3. Review your account activity for unauthorized actions

We are not liable for any loss or damage arising from your failure to maintain account security.

4.4 One Account Per Person

Each user may maintain only one active account. Creating multiple accounts to circumvent restrictions, abuse features, or for any fraudulent purpose is strictly prohibited and will result in termination of all accounts.

5. SUBSCRIPTION AND PAYMENT TERMS

5.1 Subscription Plans

The Services are offered through various subscription plans:

Free Tier:

- Basic care coordination tools
- Limited AI insights (up to 10 queries per month)
- Access to resource library
- Community content access
- Basic stress management tips

Rezilia Family (\$89/month or \$890/year):

- Up to 5 users
- Complete care coordination features
- Unlimited AI health insights
- Administrative assistance tools
- Family communication hub

Enterprise/Healthcare Provider Plans:

- Custom pricing based on organization size
- Contact sales@taloshealth.ai for information

5.2 Payment Processing

All payments are processed securely through our third-party payment processor, Stripe, Inc. By providing payment information, you:

- Authorize us to charge your payment method for all fees incurred
- Represent that you are authorized to use the payment method
- Agree to pay all charges at the prices in effect when incurred
- Are responsible for all applicable taxes

5.3 Billing Cycle and Automatic Renewal

Subscriptions automatically renew at the end of each billing period (monthly or annual) unless you cancel before the renewal date. You will be charged the then-current subscription fee unless you cancel your subscription.

Billing occurs:

- Monthly subscriptions: On the same day each month as your original subscription date
- Annual subscriptions: On the anniversary of your original subscription date

We will provide notice of upcoming charges via email at least 7 days before each billing cycle.

5.4 Price Changes

We reserve the right to change subscription prices at any time. Price changes will:

- Take effect at the start of your next billing cycle
- Be communicated to you at least 30 days in advance
- Give you the opportunity to cancel before the new price takes effect

If you do not cancel before the price change takes effect, continued use constitutes acceptance of the new pricing.

5.5 Free Trials

We may offer free trial periods for Premium subscriptions. During the trial:

- You have access to Premium features
- You must provide payment information
- You will be automatically charged at the end of the trial unless you cancel
- We will send reminder emails before the trial ends
- You may cancel at any time during the trial without charge

5.6 Cancellation and Refunds**Cancellation:**

- You may cancel your subscription at any time through your account settings or by contacting support
- Cancellation takes effect at the end of your current billing period
- You will retain access to Premium features until the end of the paid period
- No partial refunds are provided for mid-cycle cancellations

Refund Policy:

- **14-Day Money-Back Guarantee:** If you are not satisfied with your Premium subscription, you may request a full refund within 14 days of your initial purchase
- **Annual Subscriptions:** Refunds are prorated if requested within 30 days of purchase
- **Monthly Subscriptions:** Refunds for the current month only if requested within 14 days of renewal

- **No Refunds After Use:** If you have extensively used Premium features (determined at our discretion), refunds may be denied

To request a refund:

- Email billing@taloshealth.ai
- Include your account email and reason for refund
- Refunds are processed within 5-10 business days

5.7 Non-Payment

If payment fails or your account becomes past due:

- We will attempt to process payment up to 3 times
- Your Premium features will be suspended after 7 days
- Your account may be downgraded to Free Tier
- Your account may be terminated after 30 days of non-payment

5.8 Healthcare Provider Billing

For users whose healthcare providers or insurance plans cover Rezilia subscriptions:

- Special billing arrangements apply
- Contact your provider or healthcare@taloshealth.ai
- You remain responsible for payment if provider coverage is denied

6. PERMITTED USE AND USER CONDUCT

6.1 License Grant

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Services for your personal, non-commercial use
- Download and use the Rezilia mobile application on devices you own or control
- Access content provided through the Services

6.2 Use Restrictions

You agree NOT to:

Technical Restrictions:

- Modify, reverse engineer, decompile, or disassemble any part of the Services
- Use automated tools (bots, scrapers, crawlers) to access the Services
- Attempt to gain unauthorized access to any portion of the Services
- Interfere with or disrupt the Services or servers/networks connected to the Services
- Bypass any security features or access controls
- Introduce viruses, malware, or harmful code

Content Restrictions:

- Upload false, misleading, or inaccurate health information intentionally
- Impersonate another person or entity
- Use the Services to harm, threaten, or harass others
- Post content that violates any applicable law or regulation
- Upload content containing viruses or malicious code
- Share your account credentials with others

Commercial Restrictions:

- Use the Services for any commercial purpose without our prior written consent
- Resell, rent, lease, or sublicense access to the Services
- Use the Services to compete with our business
- Extract data for commercial databases or directories
- Frame or link to the Services without permission

Healthcare-Specific Restrictions:

- Use the Services to diagnose or treat medical conditions
- Prescribe medications or treatments to others
- Provide professional medical advice to others
- Use another person's health information without authorization
- Submit false health information for insurance fraud or other illegal purposes
- Use the Services to obtain controlled substances unlawfully

6.3 Acceptable Health Data Use

When entering health information, you must:

- Provide information only about yourself (or dependents you are legally authorized to represent)
- Ensure accuracy to the best of your knowledge

- Not enter false information to test, manipulate, or abuse AI features
- Respect the privacy of healthcare providers and other users
- Use health insights responsibly and in conjunction with professional medical advice

6.4 Professional Use Restrictions

If you are a healthcare professional using the Services:

- You may use the Services only in compliance with all applicable professional standards and regulations
- You remain solely responsible for all medical decisions and patient care
- The Services do not replace your professional judgment
- You must maintain appropriate professional liability insurance
- You must comply with HIPAA and all applicable privacy laws

6.5 Consequences of Violation

Violation of these use restrictions may result in:

- Immediate suspension or termination of your account
- Legal action and prosecution to the fullest extent of the law
- Liability for damages caused by your violations
- Reporting to law enforcement authorities
- Permanent ban from the Services

7. USER-GENERATED CONTENT

7.1 Types of User Content

Through the Services, you may be able to:

- Enter and store personal health information
- Create journal entries and health notes
- Upload photos, documents, and medical records
- Participate in community forums or discussions
- Provide feedback and reviews
- Communicate with healthcare providers

7.2 Content Ownership and License

You retain ownership of all content you submit to the Services. However, by submitting content, you grant us a worldwide, non-exclusive, royalty-free, transferable license to:

- Store, process, and display your content to provide the Services to you
- Create derivative works (such as aggregated, anonymized data) for analytics and service improvement
- Share your content with healthcare providers you explicitly authorize
- Back up your content for security and disaster recovery purposes

This license:

- Exists only while you maintain an account
- Terminates when you delete content or close your account (subject to backup retention periods)
- Does not allow us to sell your personal health information
- Does not give us rights beyond what's necessary to provide the Services

7.3 Content Responsibilities

You are solely responsible for:

- The accuracy and appropriateness of content you submit
- Ensuring you have rights to any content you upload (e.g., photos, documents)
- Any consequences of sharing inaccurate or false health information
- Maintaining backup copies of important content

7.4 Content Monitoring and Removal

While we do not generally monitor user content, we reserve the right to:

- Review content for compliance with these Terms
- Remove or refuse to display content that violates these Terms or applicable law
- Remove content if we receive valid legal requests or complaints
- Suspend or terminate accounts that repeatedly violate content policies

We may remove content that:

- Contains illegal material
- Violates intellectual property rights
- Is abusive, threatening, or harassing
- Contains spam or malicious code
- Violates the privacy rights of others

7.5 Community Guidelines

If you participate in community features (forums, discussions), you must:

- Be respectful and courteous to others
- Not share personal health information about others without consent

- Not provide medical advice to other users
- Report inappropriate content or behavior
- Understand that community content represents individual opinions, not medical advice

7.6 Prohibited Content

You may not post content that:

- Is unlawful, defamatory, obscene, pornographic, or indecent
 - Promotes violence, discrimination, or illegal activities
 - Violates any person's privacy or publicity rights
 - Infringes intellectual property rights
 - Contains personal information about others without consent
 - Is intended to spam, scam, or defraud others
-

8. AI-POWERED FEATURES AND LIMITATIONS

8.1 AI Technology Overview

Our Services use artificial intelligence and machine learning, powered by third-party providers including OpenAI, to provide:

- Symptom analysis and health insights
- Medication interaction checking
- Personalized health recommendations
- Predictive health analytics
- Natural language processing for health queries

8.2 AI Limitations and Accuracy

IMPORTANT: AI-generated content is not 100% accurate and should never replace professional medical advice.

You acknowledge and agree that:

- **AI can make mistakes:** Machine learning systems may produce inaccurate, incomplete, or inappropriate responses
- **Not personalized medical advice:** AI recommendations are general and may not be appropriate for your specific circumstances
- **Training data limitations:** AI models are trained on historical data that may not reflect the latest medical research
- **No liability for AI errors:** We are not responsible for decisions you make based on AI-generated content

- **Verify with professionals:** Always verify AI-generated health information with qualified healthcare providers

8.3 AI Data Usage

When you use AI features:

- Your queries are processed by our AI service providers
- Data is encrypted in transit and at rest
- AI providers are contractually prohibited from using your data to train their models
- We use tokenization to separate your identity from your queries when technically feasible
- You can opt out of AI features and use manual alternatives

8.4 AI Improvement

We may use aggregated, anonymized data from AI interactions to:

- Improve AI model accuracy
- Develop new features
- Conduct research (with appropriate ethical oversight)
- Generate usage statistics

We will never:

- Sell your individual AI interaction data
- Use your personal health information to train commercial AI models
- Share identifiable AI queries with unauthorized parties

8.5 AI Feature Changes

We reserve the right to:

- Modify AI algorithms and models to improve accuracy
- Change AI service providers
- Add or remove AI features
- Adjust AI feature availability by subscription tier

We will provide notice of material changes to AI features that significantly impact functionality.

8.6 User Responsibilities for AI Features

When using AI features, you agree to:

- Provide accurate information for best results
- Not attempt to manipulate or "jailbreak" AI systems
- Not use AI features to generate content for distribution to others

- Not rely solely on AI output for medical decisions
 - Report AI errors or concerning responses to support@taloshealth.ai
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9. HEALTHCARE PROVIDER RELATIONSHIPS

9.1 Provider Communication Features

The Services may allow you to:

- Share health data with designated healthcare providers
- Send secure messages to your healthcare team
- Request appointment scheduling
- Receive treatment recommendations from your providers

9.2 Provider Consent and Authorization

You must obtain explicit consent from healthcare providers before:

- Sharing your health data with them through the platform
- Sending them messages via the Services
- Requesting services or consultations

Provider participation is voluntary. We do not control whether or how healthcare providers respond to your communications or data sharing.

9.3 Independent Professional Relationships

Healthcare providers who use the platform:

- Maintain independent professional relationships with their patients
- Are solely responsible for medical advice and treatment decisions
- Must comply with all applicable professional standards and regulations
- Are not employees or agents of Talos Health Corp

We do not:

- Supervise, direct, or control healthcare provider activities
- Guarantee the quality or appropriateness of provider services
- Assume liability for provider actions or medical outcomes
- Verify provider credentials (though we may require proof of licensure)

9.4 Provider Access to Your Data

Healthcare providers can access your data only when:

- You explicitly grant them access
- You share specific data through the platform
- Legally required (e.g., court order, public health reporting)

You can revoke provider access at any time through your account settings.

9.5 No Guarantee of Provider Response

We do not guarantee that healthcare providers will:

- Respond to messages in any particular timeframe
- Be available 24/7
- Provide any specific services
- Continue using the platform

For urgent medical needs, always contact your provider directly through their primary communication channels.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Our Intellectual Property

The Services and all content, features, and functionality (including but not limited to information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by Talos Health Corp, its licensors, or other content providers and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

Our proprietary property includes:

- The Rezilia name, logo, and branding
- The Talos Health Corp name and branding
- Software code and algorithms
- Database structures and architectures
- User interface designs
- AI models and training methodologies (to the extent we own them)
- Original content created by us or our employees

10.2 Trademarks

"Rezilia," "Talos Health," and associated logos are registered or common law trademarks of Talos Health Corp. You may not use these trademarks without our prior written permission. Other trademarks, service marks, graphics, and logos used in connection with the Services may be the trademarks of their respective owners.

10.3 Limited License

Your license to use the Services (as described in Section 6.1) does not transfer any intellectual property rights to you. You may not:

- Copy, modify, or create derivative works of our intellectual property
- Use our trademarks or branding without permission
- Remove or alter copyright notices or other proprietary markings
- Use our intellectual property to create competing products or services

10.4 Third-Party Intellectual Property

The Services may include content licensed from third parties. Such content remains the property of the respective owners and is protected by applicable intellectual property laws. Your use of such content is subject to any additional terms or restrictions imposed by the content owners.

10.5 Copyright Infringement Claims (DMCA)

We respect the intellectual property rights of others. If you believe that content available through the Services infringes your copyright, please notify us at:

Talos Health Corp

DMCA Compliance Officer

7512 Dr Phillips Blvd #50

Orlando, FL 32819

Email: legal@taloshealth.ai

Your notice must include:

- Identification of the copyrighted work claimed to be infringed
- Identification of the material claimed to be infringing
- Your contact information
- A statement that you believe in good faith that use of the material is not authorized
- A statement that the information in the notification is accurate
- Your physical or electronic signature

We will respond to valid DMCA notices in accordance with applicable law.

10.6 Feedback and Suggestions

If you provide us with feedback, suggestions, or ideas about the Services:

- We may use them without restriction or compensation to you
 - You assign all rights to such feedback to us
 - We are not obligated to keep feedback confidential
 - We have no obligation to implement any suggestions
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11. THIRD-PARTY SERVICES AND LINKS

11.1 Third-Party Integrations

The Services may integrate with or contain links to third-party services, including:

- Payment processors (Stripe)
- AI service providers (OpenAI)
- Cloud hosting services (AWS)
- Analytics providers (Google Analytics)
- Communication platforms (email, SMS)
- Electronic Health Record (EHR) systems

11.2 Third-Party Terms

Your use of third-party services is subject to their own terms and conditions and privacy policies. We encourage you to read those terms carefully. We are not responsible for:

- The content, accuracy, or functionality of third-party services
- Third-party practices regarding data collection and use
- Any harm or damages resulting from your use of third-party services
- Changes to third-party services that affect functionality

11.3 Device Integration

If you connect wearable devices or health apps to the Services:

- You authorize us to access data from those devices/apps
- You are responsible for reviewing the privacy policies of those device manufacturers
- We are not responsible for the accuracy of data from third-party devices
- You can disconnect devices at any time through your account settings

11.4 No Endorsement

Links to or integration with third-party services do not constitute endorsement by us. We make no representations or warranties regarding any third-party services.

12. SERVICE MODIFICATIONS AND INTERRUPTIONS

12.1 Right to Modify

We reserve the right to modify, suspend, or discontinue the Services (or any part thereof) at any time, with or without notice, for any reason, including but not limited to:

- Maintenance and updates
- Security concerns
- Technical issues
- Legal or regulatory requirements
- Business decisions

12.2 No Guarantee of Availability

We do not guarantee that:

- The Services will be available at all times
- The Services will be uninterrupted or error-free
- Defects will be corrected promptly
- The Services will be compatible with all devices or systems
- Your data will never be lost (though we make reasonable efforts to prevent data loss)

12.3 Scheduled Maintenance

We will make reasonable efforts to:

- Schedule maintenance during low-usage periods
- Provide advance notice of scheduled downtime (when feasible)
- Minimize service disruptions

12.4 Service Interruptions

The Services may be temporarily unavailable due to:

- System maintenance or upgrades
- Network or equipment failures
- Cyber-attacks or security incidents

- Natural disasters or emergencies
- Third-party service provider outages
- Government actions or legal requirements

We are not liable for any harm or loss resulting from service interruptions.

12.5 Feature Changes

We may add, change, or remove features at our discretion. If we make material changes that significantly reduce functionality:

- We will provide at least 30 days' advance notice
 - Premium subscribers may be entitled to prorated refunds if they choose to cancel
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13. TERM AND TERMINATION

13.1 Term

These Terms remain in effect while you use the Services or maintain an account, whichever is longer.

13.2 Termination by You

You may terminate your account at any time by:

- Using the account deletion feature in your settings
- Contacting us at support@taloshealth.ai
- Sending written notice to our physical address

Upon termination by you:

- Your subscription will be canceled (subject to refund policy in Section 5.6)
- Your access to the Services will be terminated at the end of your billing period
- Your data will be retained according to our Privacy Policy and legal requirements

13.3 Termination by Us

We may suspend or terminate your access to the Services immediately, without prior notice or liability, for any reason, including but not limited to:

- Breach of these Terms
- Fraudulent, illegal, or abusive activity
- Non-payment of fees

- Risk to our systems or other users
- Legal or regulatory requirements
- Extended inactivity (after providing notice)

13.4 Effect of Termination

Upon termination for any reason:

- Your right to use the Services immediately ceases
- You remain liable for all obligations incurred prior to termination
- We may delete your data after a reasonable retention period
- Sections of these Terms that by their nature should survive termination will continue to apply

13.5 Data Retrieval

Before your account is terminated:

- You may export your data using our data export tools
- We will provide a reasonable period (typically 30 days) to retrieve your data
- After the retention period, data may be permanently deleted

To request a data export after termination, contact support@taloshealth.ai within 30 days of termination.

13.6 Survival

The following sections survive termination:

- Sections 1 (Medical Disclaimer), 7.2 (Content License), 10 (Intellectual Property), 14 (Disclaimers and Limitations of Liability), 15 (Indemnification), 18 (Dispute Resolution), and any other provisions that by their nature should survive.
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14. DISCLAIMERS AND LIMITATIONS OF LIABILITY

14.1 Service Provided "AS IS"

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- TITLE
- ACCURACY, RELIABILITY, OR COMPLETENESS OF CONTENT
- THAT THE SERVICES WILL MEET YOUR REQUIREMENTS
- THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE
- THAT DEFECTS WILL BE CORRECTED
- THAT THE SERVICES ARE FREE FROM VIRUSES OR HARMFUL COMPONENTS

14.2 Health Information Disclaimer

WE DO NOT WARRANT THAT:

- HEALTH INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE, COMPLETE, OR CURRENT
- AI-GENERATED HEALTH INSIGHTS ARE APPROPRIATE FOR YOUR SPECIFIC CIRCUMSTANCES
- USE OF THE SERVICES WILL IMPROVE HEALTH OUTCOMES
- THE SERVICES ARE SUITABLE FOR DIAGNOSING OR TREATING ANY MEDICAL CONDITION

14.3 Third-Party Services Disclaimer

WE DISCLAIM ALL LIABILITY FOR:

- THIRD-PARTY SERVICES, CONTENT, OR WEBSITES
- DATA FROM WEARABLE DEVICES OR HEALTH APPS
- ACTIONS OR INACTIONS OF HEALTHCARE PROVIDERS
- COMPATIBILITY WITH THIRD-PARTY SYSTEMS

14.4 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TALOS HEALTH CORP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR SUPPLIERS BE LIABLE FOR:

Direct Damages:

- ANY AMOUNT EXCEEDING THE FEES PAID BY YOU TO US IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY

Indirect Damages (EVEN IF ADVISED OF THE POSSIBILITY):

- LOST PROFITS OR REVENUE
- LOSS OF DATA OR BUSINESS INFORMATION
- BUSINESS INTERRUPTION
- PERSONAL INJURY OR PROPERTY DAMAGE
- MEDICAL EXPENSES OR ADVERSE HEALTH OUTCOMES
- EMOTIONAL DISTRESS OR MENTAL ANGUISH
- LOSS OF PRIVACY
- LOSS OF GOODWILL OR REPUTATION
- COSTS OF SUBSTITUTE SERVICES
- ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES

Specific Health-Related Disclaimers:

WE ARE NOT LIABLE FOR:

- ANY HEALTH OUTCOMES, WHETHER POSITIVE OR NEGATIVE
- MEDICAL MALPRACTICE BY HEALTHCARE PROVIDERS
- ADVERSE REACTIONS TO MEDICATIONS OR TREATMENTS
- FAILURE TO SEEK TIMELY MEDICAL CARE
- RELIANCE ON AI-GENERATED HEALTH INFORMATION
- DATA BREACHES CAUSED BY YOUR FAILURE TO MAINTAIN ACCOUNT SECURITY
- YOUR FAILURE TO PROVIDE ACCURATE HEALTH INFORMATION

14.5 Limitations on Damages

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES. IN SUCH JURISDICTIONS, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14.6 User Acknowledgment

BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT:

- YOU USE THE SERVICES AT YOUR OWN RISK
 - YOU ARE SOLELY RESPONSIBLE FOR YOUR HEALTH DECISIONS
 - YOU WILL NOT HOLD US LIABLE FOR ANY HEALTH-RELATED OUTCOMES
 - THE LIMITATIONS OF LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE AGREEMENT BETWEEN US
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15. INDEMNIFICATION

15.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless Talos Health Corp, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, partners, licensors, and suppliers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:

1. **Your Use of the Services:**
 - Your access to or use of the Services
 - Your breach of these Terms
 - Your violation of any law or regulation
 - Your violation of any third-party rights, including intellectual property, privacy, or publicity rights
2. **Your Content:**
 - Any content you submit, post, or transmit through the Services
 - Inaccurate or false health information you provide
 - Any harm caused by content you upload or share
3. **Your Conduct:**
 - Your interactions with other users or healthcare providers
 - Your unauthorized use of the Services
 - Your negligence or willful misconduct
4. **Health-Related Claims:**
 - Health decisions made based on your use of the Services
 - Claims by healthcare providers related to your conduct
 - Medical malpractice claims (unless directly caused by our negligence)
 - Any harm resulting from your failure to seek appropriate medical care

15.2 Indemnification Process

If we seek indemnification from you:

- We will provide prompt written notice of any claim
- You will have sole control of the defense (with our approval of counsel)
- We may participate in the defense at our expense
- You will not settle any claim without our prior written consent
- You will reimburse us for all reasonable expenses incurred

15.3 Our Right to Defend

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such case, you agree to cooperate with our defense of such claim.

16. PRIVACY AND DATA PROTECTION

16.1 Privacy Policy

Your use of the Services is also governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the Services, you consent to the collection, use, and sharing of your information as described in the Privacy Policy.

Read our full Privacy Policy at: www.taloshealth.ai/privacy

16.2 Data Collection and Use

We collect and process your personal information, including sensitive health information, as described in our Privacy Policy. Key points include:

- **What we collect:** Health data, account information, device data, usage analytics
- **How we use it:** To provide Services, improve functionality, comply with legal obligations
- **Who we share with:** Service providers, healthcare providers (with your consent), as required by law
- **Your rights:** Access, correction, deletion, data portability, opt-out

16.3 Health Information Security

We implement appropriate technical and organizational measures to protect your health information, including:

- Encryption (256-bit AES for data at rest, TLS 1.3 for data in transit)
- Access controls and authentication
- Regular security audits and monitoring
- Employee training on data security and privacy
- Business Associate Agreements with service providers

16.4 Your Privacy Responsibilities

You are responsible for:

- Maintaining the confidentiality of your account credentials
- Ensuring you have authority to share others' health information (e.g., dependents)
- Understanding privacy implications before sharing health data with providers
- Reviewing and understanding our Privacy Policy

16.5 Data Retention

We retain your data as described in our Privacy Policy:

- Active account data: While your account is active
- Health records: 7 years after account closure (legal requirement)
- Backups: Up to 90 days after primary deletion
- Aggregated/anonymized data: May be retained indefinitely for research and analytics

17. DISPUTE RESOLUTION AND ARBITRATION

17.1 Informal Dispute Resolution

Before filing a claim, you agree to contact us and attempt to resolve the dispute informally. Send a written description of your dispute to:

Talos Health Corp

Legal Department - Dispute Resolution

7512 Dr Phillips Blvd #50

Orlando, FL 32819

Email: legal@taloshealth.ai

We will attempt to resolve the dispute within 60 days. If we cannot reach an agreement, you may pursue your claim as described below.

17.2 Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Talos Health Corp agree that any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Services shall be settled by binding arbitration, except as described below.

Arbitration Rules:

- Arbitration will be conducted by the American Arbitration Association (AAA) under its Consumer Arbitration Rules
- The arbitrator will apply Florida substantive law
- Arbitration will be conducted by telephone, online, or based solely on written submissions (your choice)
- The arbitrator's decision will be final and binding
- Judgment on the award may be entered in any court with jurisdiction

What Can Be Arbitrated:

- All disputes related to these Terms or the Services
- Claims for breach of contract
- Claims for violation of consumer protection laws
- Claims for violation of privacy rights
- Claims for negligence
- Claims for misrepresentation

17.3 Exceptions to Arbitration

The following disputes are NOT subject to arbitration:

- Claims in small claims court (if they qualify)
- Claims for injunctive or equitable relief to protect intellectual property rights
- Claims related to or arising from allegations of theft, piracy, invasion of privacy, or unauthorized use

17.4 Class Action Waiver

YOU AND TALOS HEALTH CORP AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR

PROCEEDING ("Class Action"). You and we expressly waive any ability to maintain a Class Action in any forum.

If the Class Action Waiver is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court.

17.5 Arbitration Costs

- If your claim seeks less than \$10,000, Talos Health Corp will pay all arbitration fees
- If your claim seeks \$10,000 or more, arbitration fees will be determined by AAA rules
- We will not seek attorney's fees if we prevail in arbitration unless the arbitrator determines your claim was frivolous

17.6 Opt-Out of Arbitration

You have the right to opt out of the arbitration provision by sending written notice within 30 days of first accepting these Terms to:

Talos Health Corp
Arbitration Opt-Out
7512 Dr Phillips Blvd #50
Orlando, FL 32819

Your notice must include:

- Your name and address
- Your account email address
- A clear statement that you wish to opt out of the arbitration provision

If you opt out, all other provisions of these Terms remain in effect.

17.7 Changes to Arbitration Terms

If we make material changes to this arbitration provision, we will notify you. You may reject the changes by opting out within 30 days of notification. Your rejection will not affect other portions of these Terms.

18. GEOGRAPHIC RESTRICTIONS

18.1 United States Only

The Services are intended for users located in the United States. We make no representation that the Services are appropriate or available for use in other locations. If you access the Services

from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

18.2 Export Restrictions

You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce. You represent that you are not:

- Located in a country subject to U.S. government embargo
- Listed on any U.S. government list of prohibited or restricted parties
- A person to whom we are prohibited from providing Services

18.3 State-Specific Restrictions

Certain features may not be available in all U.S. states due to varying healthcare regulations. We will make reasonable efforts to notify you if features are restricted in your state.

19. GOVERNING LAW

19.1 Applicable Law

These Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law provisions.

19.2 Jurisdiction

For any disputes not subject to arbitration (as described in Section 18), you agree to submit to the personal jurisdiction of the state and federal courts located in Orange County, Florida. You waive any objections to jurisdiction or venue in such courts.

19.3 Federal Law

Certain aspects of these Terms and the Services may be governed by federal law, including but not limited to:

- HIPAA (Health Insurance Portability and Accountability Act)
- HITECH Act (Health Information Technology for Economic and Clinical Health Act)
- FDA regulations (where applicable)
- Federal Trade Commission Act
- Copyright laws
- Patent laws

20. GENERAL PROVISIONS

20.1 Entire Agreement

These Terms, together with our Privacy Policy and any other policies or agreements referenced herein, constitute the entire agreement between you and Talos Health Corp regarding the Services and supersede all prior or contemporaneous communications and proposals, whether oral or written.

20.2 Assignment

You may not assign or transfer these Terms or your account to any other person or entity without our prior written consent. We may assign our rights and obligations under these Terms without restriction. Any attempted assignment in violation of this section is void.

20.3 Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. The unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

20.4 Waiver

No waiver by us of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

20.5 Force Majeure

We will not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to:

- Acts of God (earthquakes, floods, fires, storms)
- War, terrorism, riots, or civil unrest
- Government actions or regulations
- Pandemics or epidemics
- Internet service provider failures
- Power outages
- Cyber attacks beyond our reasonable control

20.6 Independent Contractors

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Talos Health Corp. You are an independent user of the Services with no authority to bind us.

20.7 No Third-Party Beneficiaries

These Terms are solely for the benefit of you and Talos Health Corp (and our successors and assigns). No other person or entity has any rights under these Terms.

20.8 Headings

The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.

20.9 Electronic Communications

By using the Services, you consent to receive electronic communications from us, including emails, text messages, push notifications, and in-app messages. These communications may include:

- Service announcements
- Security alerts
- Account notifications
- Marketing messages (which you can opt out of)
- Legal notices

You agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing.

20.10 Language

These Terms are written in English. Any translated versions are provided for convenience only. In the event of any conflict between the English version and a translated version, the English version shall prevail.

20.11 California Residents

If you are a California resident, you may have specific rights under California law, including the California Consumer Privacy Act (CCPA). Please see our Privacy Policy for information about your California privacy rights.

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice:

Complaint Assistance:

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted:

- In writing: 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834
- By phone: (800) 952-5210 or (916) 445-1254

20.12 Feedback and Questions

We welcome your feedback about the Services. However, please note that by submitting feedback, you grant us the rights described in Section 10.6.

If you have questions about these Terms, please contact us using the information in Section 22.

20.13 Updates to Terms

We may update these Terms from time to time. When we make material changes:

- We will update the "Last Updated" date at the top of these Terms
- We will notify you via email or prominent notice in the Services
- For material changes, we will provide at least 30 days' notice before they take effect
- Your continued use of the Services after changes take effect constitutes acceptance

We encourage you to review these Terms periodically. If you do not agree to modified Terms, you must stop using the Services and may terminate your account as described in Section 13.2.

21. CONTACT INFORMATION

If you have any questions, concerns, or complaints about these Terms or the Services, please contact us:

Talos Health Corp

7512 Dr Phillips Blvd #50
Orlando, FL 32819
United States

Email Contacts:

- General inquiries: support@taloshealth.ai
- Legal matters: legal@taloshealth.ai
- Privacy concerns: privacy@taloshealth.ai
- Security issues: security@taloshealth.ai
- Billing questions: billing@taloshealth.ai

Phone: Coming soon

Hours: Monday-Friday, 9:00 AM - 6:00 PM EST

Online Contact Form: <https://www.taloshealth.ai/contact>

ACKNOWLEDGMENT

BY CLICKING "I ACCEPT," "I AGREE," OR BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT:

1. You have read and understand these Terms and Conditions in their entirety
 2. You agree to be bound by these Terms
 3. You understand that the Services are not a substitute for professional medical advice
 4. You will not hold Talos Health Corp liable for health-related outcomes
 5. You consent to the collection and use of your information as described in our Privacy Policy
 6. You understand and agree to the arbitration and class action waiver provisions
 7. You meet the age and eligibility requirements
 8. You will use the Services responsibly and in compliance with all applicable laws
-

IMPORTANT REMINDERS:

The Services are not for emergencies. Call 911 for medical emergencies.

AI-generated health information is not medical advice. Always consult your doctor.

You are responsible for the security of your account and the accuracy of your health information.

These Terms include an arbitration clause and class action waiver that affect your legal rights.

Thank you for choosing Talos Health Corp and Rezilia. We're committed to helping you on your health journey while protecting your privacy and rights.

Last Updated: November 11, 2025

Version 1.0

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