



## END USER LICENSE AGREEMENT

### BETA RELEASE NOTICE

THE HCMAPPEALS PLATFORM IS CURRENTLY IN BETA. BY USING THIS PLATFORM, YOU ACKNOWLEDGE THAT IT IS A PRE-RELEASE VERSION PROVIDED FOR TESTING AND EVALUATION PURPOSES. THE PLATFORM IS PROVIDED "AS-IS" WITHOUT SERVICE LEVEL COMMITMENTS, UPTIME GUARANTEES, OR WARRANTIES OF ANY KIND. FEATURES, FUNCTIONALITY, AND AVAILABILITY MAY CHANGE OR BE DISCONTINUED AT ANY TIME WITHOUT NOTICE. SEE SECTION 1.2 FOR COMPLETE BETA TERMS.

*hcmappeals.com*

*Effective Date: December 30th, 2025*

This End User License Agreement ("Agreement" or "EULA") is a legally binding contract between you, whether an individual or entity ("User," "you," or "your"), and Health Care Claims Management, Inc., d/b/a Healthcare Chaos Management, an Indiana corporation with its principal place of business at 701 Broad Ripple Avenue, Indianapolis, Indiana 46220 ("HCM," "we," "us," or "our"). This Agreement governs your access to and use of the HCMappeals.com software platform and all related services, features, and functionalities (collectively, the "Platform").

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM. BY CLICKING "I ACCEPT," CREATING AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE PLATFORM.**

### 1. AGREEMENT TO TERMS

**1.1 Acceptance Mechanism.** This Agreement becomes effective upon your earliest expression of acceptance, which may occur through any of the following: (a) clicking an "I Accept," "I Agree," or similar button or checkbox presented with this Agreement; (b) creating a user account on the Platform; (c) accessing or using any portion of the Platform; or (d) executing a separate subscription agreement, order form, or service agreement that incorporates this Agreement by reference.

**1.2 Beta Program Terms.** The Platform is currently designated as a "beta" release and is made available for testing, evaluation, and feedback purposes. By accessing or using the Platform during the beta period, you acknowledge and agree to the following:

**(a) No Service Level Commitments.** HCM makes no guarantees regarding Platform availability, uptime, response time, or performance. The Platform may experience interruptions, errors, or periods of unavailability without notice.

**(b) Features Subject to Change.** The Platform's features, functionality, user interface, and capabilities may be modified, added, or removed at any time in HCM's sole





discretion. HCM is under no obligation to maintain, continue, or complete development of any feature.

**(c) No Production Use.** The Platform is not intended for production use or mission-critical applications during the beta period. You assume all risk associated with reliance on the Platform for operational purposes.

**(d) Data Retention.** Data submitted to the Platform during the beta period may be deleted, lost, or corrupted. HCM is not responsible for preserving, backing up, or recovering any data submitted during beta. You are solely responsible for maintaining copies of any data you submit.

**(e) Feedback.** HCM may request feedback regarding your use of the Platform. Any feedback, suggestions, or ideas you provide may be used by HCM without restriction, compensation, or attribution.

**(f) Beta Period Termination.** HCM may terminate the beta program or your access to the beta Platform at any time, with or without cause, and with or without notice. Upon termination of the beta period, HCM may transition the Platform to general availability, discontinue the Platform entirely, or take any other action in its sole discretion.

**(g) Transition to General Availability.** If and when the Platform transitions from beta to general availability, continued use may require acceptance of updated terms. Features, pricing, and functionality may differ from the beta version.

The limitations in this Section 1.2 apply in addition to, and do not limit, the warranty disclaimers and limitations of liability set forth in Sections 10 and 11 of this Agreement.

**1.3 Binding Nature.** This Agreement constitutes a legally binding contract between you and HCM. You acknowledge that you have had the opportunity to review this Agreement, consult with legal counsel of your choosing, and negotiate its terms. Your continued use of the Platform after any modification to this Agreement constitutes acceptance of such modifications.

**1.4 Age and Capacity Requirements.** You represent and warrant that you are at least eighteen (18) years of age and possess the legal capacity to enter into binding contracts under applicable law. If you are accessing the Platform on behalf of an organization, you represent and warrant that you have the authority to bind such organization to this Agreement.

**1.5 Authority to Act.** If you are a Healthcare Provider (as defined below), you represent and warrant that you have obtained all necessary authorizations, consents, and permissions required to submit Patient information to the Platform and to generate Appeal Letters on behalf of Patients. If you are a Patient or patient advocate accessing the Platform directly, you represent and warrant that you are authorized to submit your own Protected Health Information or that you have obtained proper legal authorization to act on behalf of another individual.

## 2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

**2.1 "Appeal Letter"** means any written correspondence, document, or communication generated by the Platform that is intended to be submitted to an insurance company, health





plan, or other payor to challenge, dispute, or appeal a denial of coverage, claim rejection, or adverse benefit determination.

**2.2 "Artificial Intelligence" or "AI"** means machine learning models, large language models, neural networks, and other automated systems that generate, analyze, or process content based on statistical patterns and training data, including but not limited to the third-party AI services identified in Section 13.1.

**2.3 "Authorized Representative"** means any individual or entity, including but not limited to employees of healthcare consulting firms, revenue cycle management companies, billing services, legal advisors, patient advocates, or other service providers, who accesses or uses the Platform on behalf of a Healthcare Provider, patient, or other authorized party.

**2.4 "Generated Content"** means all text, documents, Appeal Letters, recommendations, analyses, and other outputs produced by the Platform through artificial intelligence, machine learning, or other automated processing, including but not limited to content derived from User inputs, clinical documentation, or publicly available medical guidelines and regulations.

**2.5 "Healthcare Provider"** means any individual or entity engaged in the delivery of healthcare services, including without limitation physicians, hospitals, clinics, ambulatory surgery centers, skilled nursing facilities, home health agencies, laboratories, pharmacies, and their respective employees, contractors, and billing departments.

**2.6 "Patient"** means any individual who is or has been a recipient of healthcare services and whose health information or insurance claims are processed through the Platform.

**2.7 "Platform"** means the HCMappeals.com software-as-a-service application, including all associated websites, web applications, mobile applications, application programming interfaces, databases, servers, and related technology infrastructure owned or operated by HCM.

**2.8 "Protected Health Information" or "PHI"** means individually identifiable health information, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations at 45 C.F.R. Parts 160 and 164, that is transmitted or maintained in any form or medium.

**2.9 "Services"** means all features, functionalities, and capabilities made available through the Platform, including without limitation the generation of Appeal Letters, storage of User data, and any support, maintenance, or consulting services provided by HCM in connection with the Platform.

**2.10 "User"** means any individual or entity that accesses or uses the Platform, including Healthcare Providers, their authorized employees and contractors, Patients, patient advocates, Authorized Representatives, and any other person granted access credentials to the Platform, including members of the general public.

### **3. LICENSE GRANT**

**3.1 Grant of License.** Subject to your compliance with this Agreement and payment of all applicable fees, HCM grants you a limited, non-exclusive, non-transferable, non-sublicensable,





revocable license to access and use the Platform solely for the purpose of generating Appeal Letters and related documentation in connection with legitimate insurance appeals. If User is a Healthcare Provider, this license extends to use on behalf of your patients. If User is an Authorized Representative, this license extends to use on behalf of the Healthcare Provider, patient, or other party for whom User is authorized to act. If User is an individual patient or member of the general public, this license is limited to use for your own personal healthcare appeals.

**3.2 Scope of Permitted Use.** The license granted herein permits you to: (a) access the Platform through standard web browsers or authorized applications; (b) input Patient information, denial details, and clinical documentation as required by the Platform; (c) generate, review, edit, and download Appeal Letters; (d) submit Appeal Letters to insurance companies and other payors; and (e) retain copies of Generated Content for your records in connection with the appeals for which such content was generated.

**3.3 License Restrictions.** You shall not, and shall not permit any third party to: (a) sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Platform or any portion thereof; (b) modify, translate, adapt, or create derivative works based upon the Platform; (c) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Platform; (d) copy, reproduce, or duplicate any portion of the Platform except as expressly permitted herein; (e) access the Platform to build a competitive product or service; (f) use the Platform to generate content for any purpose other than legitimate insurance appeals; (g) use any automated means, including robots, crawlers, or scrapers, to access the Platform; (h) interfere with or disrupt the integrity or performance of the Platform; or (i) attempt to gain unauthorized access to the Platform or its related systems or networks.

**3.4 User Accounts.** Each User account is for a single designated individual. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You shall immediately notify HCM of any unauthorized use of your account or any other breach of security. HCM reserves the right to limit the number of concurrent users, devices, or sessions associated with each account as specified in your subscription terms.

## 4. DESCRIPTION OF SERVICES

**4.1 Platform Functionality.** The Platform is a software-as-a-service application that utilizes artificial intelligence technology to assist Users in generating Appeal Letters challenging insurance claim denials. Users input Patient information, denial details, clinical documentation, and other relevant data. The Platform processes this information using AI-powered systems to produce draft Appeal Letters that cite medical necessity arguments, clinical guidelines, regulatory requirements, and other supporting rationale. User acknowledges that AI-generated content is produced through statistical pattern recognition and probabilistic text generation, not through human reasoning, legal analysis, medical judgment, or subject matter expertise. AI systems may produce outputs that appear authoritative but contain factual errors, logical inconsistencies, outdated information, or content that is inappropriate for User's specific circumstances. The AI does not "understand"





healthcare regulations, insurance policies, or medical necessity in the manner a human professional would.

**4.2 AI-Generated Nature of Outputs.** You acknowledge and understand that all Generated Content, including Appeal Letters, is produced through artificial intelligence and automated processing. The Platform utilizes third-party AI infrastructure, including technology provided by OpenAI, LLC, to generate content. Generated Content is created algorithmically based on patterns in training data and User inputs, and may not reflect human professional judgment, review, or verification.

**4.3 No Guarantee of Results. HCM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE OUTCOME OF ANY APPEAL SUBMITTED USING GENERATED CONTENT. Appeal decisions are made solely by insurance companies, health plans, and other third-party payors over which HCM has no control. The effectiveness of any Appeal Letter depends on numerous factors beyond HCM's control, including the specific facts of each case, the applicable insurance policy terms, the payor's internal review processes, and applicable law. Past performance or success rates, if any are communicated, do not guarantee future results.**

**4.4 Platform Availability.** HCM shall use commercially reasonable efforts to make the Platform available, but does not guarantee uninterrupted or error-free operation. The Platform may be temporarily unavailable due to scheduled maintenance, updates, or circumstances beyond HCM's reasonable control. HCM reserves the right to modify, suspend, or discontinue any aspect of the Platform at any time without prior notice.

## 5. USER OBLIGATIONS AND REPRESENTATIONS

**5.1 Accurate Input Data.** You represent and warrant that all information, data, and documentation you submit to the Platform is accurate, complete, current, and not misleading. You acknowledge that the quality and accuracy of Generated Content depends substantially on the quality and accuracy of User inputs. HCM shall have no liability for Generated Content that is inaccurate, incomplete, or otherwise deficient as a result of inaccurate, incomplete, or misleading User inputs.

**5.2 Verification of Outputs. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO REVIEW, VERIFY, AND APPROVE ALL GENERATED CONTENT BEFORE USE, SUBMISSION, OR RELIANCE. You must independently verify the accuracy, completeness, appropriateness, and legal sufficiency of all Generated Content, including without limitation all factual statements, medical assertions, regulatory citations, and legal arguments contained therein. You shall not submit any Appeal Letter or other Generated Content to any third party without first conducting such independent review and verification.**

**5.3 Professional Review Requirements.** If you are a Healthcare Provider or Authorized Representative acting on behalf of a Healthcare Provider, you represent and warrant that all Generated Content will be reviewed by a qualified professional with appropriate clinical, legal, or administrative expertise before submission. Generated Content should be treated as a draft requiring professional judgment, not as a final, submission-ready document. If you are a Patient





or patient advocate, you are strongly encouraged to seek review of Generated Content by a qualified healthcare professional, attorney, or patient advocate before submission.

**5.4 Compliance with Applicable Laws.** You shall use the Platform and all Generated Content in compliance with all applicable federal, state, and local laws, regulations, and professional standards, including without limitation HIPAA, HITECH, state insurance regulations, anti-fraud statutes, and professional licensing requirements. You shall not use the Platform to generate content that is fraudulent, deceptive, or intended to mislead any insurance company or other recipient.

**5.5 Authority to Submit PHI.** You represent and warrant that you have obtained all necessary authorizations, consents, and permissions required under HIPAA, state law, and any other applicable regulations to submit PHI to the Platform. If you are a Healthcare Provider, you represent that you have a valid treatment, payment, or healthcare operations relationship with each Patient whose information you submit. If you are submitting PHI on behalf of another individual, you represent that you have obtained valid written authorization or have legal authority to do so.

**5.6 Prohibited Uses.** You shall not use the Platform to: (a) generate fraudulent, false, or misleading appeal documentation; (b) submit appeals for claims that you know or should know are not legitimate; (c) harass, abuse, or harm any third party; (d) violate any law, regulation, or professional standard; (e) infringe upon the intellectual property or privacy rights of any third party; or (f) engage in any activity that could damage, disable, overburden, or impair the Platform.

**5.7 AI Disclosure Requirement.** User shall not represent to any insurance carrier, healthcare payor, regulatory authority, or other third party that Generated Content was created by a human or that Generated Content constitutes human-authored correspondence. User acknowledges that the Platform generates content using artificial intelligence and agrees to disclose the AI-assisted nature of any appeal submission when required by applicable law, payor policy, or regulatory guidance.

## **6. AI-GENERATED CONTENT DISCLAIMER**

**IMPORTANT: PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS CRITICAL INFORMATION ABOUT THE LIMITATIONS OF AI-GENERATED CONTENT.**

**6.1 Nature of AI Technology.** The Platform utilizes artificial intelligence and machine learning technologies to generate content. These technologies operate by identifying patterns in training data and generating outputs based on statistical probabilities. AI-generated outputs are inherently probabilistic and may contain errors, inaccuracies, or inappropriate content regardless of the accuracy of User inputs. The Platform is designed to assist in drafting appeal correspondence. The Platform does not provide guidance, training, or advice on appeal strategy, content selection, or submission procedures. User is solely responsible for evaluating, editing, and submitting any Generated Content.

**6.2 AI Limitations and Risks.** You acknowledge and accept the following limitations and risks associated with AI-generated content:





(a) Hallucinations: AI systems may generate content that appears plausible but is factually incorrect, fabricated, or nonsensical, including false citations to medical literature, regulations, or case law that do not exist;

(b) Inaccuracies: Generated Content may contain errors in factual statements, medical assertions, regulatory interpretations, legal arguments, or calculations;

(c) Outdated Information: AI models are trained on historical data and may not reflect current medical guidelines, regulatory requirements, insurance policies, or legal standards;

(d) Contextual Misunderstanding: The AI may misinterpret User inputs or fail to account for nuances, exceptions, or context-specific factors relevant to a particular appeal;

(e) Inconsistency: The AI may generate different outputs for similar or identical inputs, leading to inconsistent content across multiple uses;

(f) Bias: AI outputs may reflect biases present in training data, potentially resulting in content that is inappropriate or suboptimal for certain patient populations, medical conditions, or insurance scenarios.

**6.3 USER VERIFICATION REQUIREMENT. YOU AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO VERIFY ALL INFORMATION, CITATIONS, MEDICAL ASSERTIONS, REGULATORY REFERENCES, AND OTHER CONTENT CONTAINED IN ANY GENERATED CONTENT BEFORE RELYING ON, SUBMITTING, OR OTHERWISE USING SUCH CONTENT. HCM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ERRORS, INACCURACIES, HALLUCINATIONS, OR OTHER DEFICIENCIES IN GENERATED CONTENT. YOU ASSUME FULL RESPONSIBILITY AND ALL RISKS ASSOCIATED WITH YOUR USE OF AND RELIANCE ON GENERATED CONTENT.**

**6.4 Not a Substitute for Professional Judgment.** Generated Content is intended to assist, not replace, professional judgment. The Platform does not and cannot replicate the expertise, experience, and contextual understanding of qualified healthcare professionals, attorneys, or insurance specialists. Users should treat Generated Content as a starting point requiring substantial professional review, editing, and supplementation.

**6.5 No Appeal Strategy Advice.** HCM does not provide legal, medical, regulatory, or strategic advice regarding insurance appeals. Any discussions, communications, or interactions with HCM personnel regarding appeal strategies, likelihood of success, recommended approaches, or similar matters are provided for general informational purposes only. User acknowledges that HCM is not a law firm, medical practice, or licensed professional advisory service, and that all appeal decisions and strategies remain the sole responsibility of User.

**6.6 No Professional Relationship.** Your use of the Platform does not create any professional relationship between you and HCM, including but not limited to any attorney-client, physician-patient, or fiduciary relationship. HCM personnel are not providing professional services through the Platform and shall not be held to professional standards applicable to licensed healthcare providers, attorneys, or other professionals.

**6.7 No Reliance on HCM Personnel Advice.** Any guidance, suggestions, recommendations, or advice provided by HCM, its employees, officers, directors, owners, agents, or representatives,





whether in connection with the Platform or otherwise, is provided for informational purposes only and does not constitute legal, medical, billing, coding, or professional advice. User agrees not to rely on any such guidance as a substitute for independent professional judgment and acknowledges that HCM shall not be liable for any actions taken or decisions made based on such guidance.

## 7. MEDICAL AND LEGAL DISCLAIMER

**7.1 No Medical Advice. THE PLATFORM DOES NOT PROVIDE MEDICAL ADVICE.** Generated Content may reference medical conditions, treatments, procedures, clinical guidelines, and medical necessity determinations, but such references are for informational purposes only and do not constitute medical advice, diagnosis, or treatment recommendations. The Platform is not intended to be a substitute for professional medical judgment. Always seek the advice of qualified healthcare providers with questions regarding medical conditions or treatment options.

**7.2 No Legal Advice. THE PLATFORM DOES NOT PROVIDE LEGAL ADVICE.** Generated Content may reference statutes, regulations, case law, contractual provisions, and legal arguments, but such references are for informational purposes only and do not constitute legal advice or create an attorney-client relationship. The Platform is not a substitute for consultation with a qualified attorney. Laws and regulations vary by jurisdiction and change over time. You should consult with a licensed attorney for advice regarding your specific legal situation.

**7.3 No Guarantee of Appeal Outcomes. HCM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT USE OF THE PLATFORM WILL RESULT IN SUCCESSFUL APPEALS, FAVORABLE INSURANCE DETERMINATIONS, OR ANY PARTICULAR OUTCOME.** Appeal decisions are made by insurance companies and other third parties over which HCM has no control. The Platform provides tools to assist in the appeals process but cannot influence or guarantee decisions made by payors. You acknowledge that appeal outcomes depend on numerous factors beyond HCM's control, including the merits of each individual case, applicable policy terms, regulatory requirements, and the discretion of decision-makers at insurance companies and other payors.

**7.4 Regulatory Compliance.** Generated Content is designed to assist with insurance appeals but may not comply with all applicable laws, regulations, or payor-specific requirements in every jurisdiction or circumstance. You are solely responsible for ensuring that your use of Generated Content complies with all applicable federal, state, and local laws, insurance regulations, professional standards, and payor requirements.

## 8. HIPAA AND DATA PRIVACY

**8.1 PHI Handling.** The Platform is designed to receive, process, and store Protected Health Information submitted by Users. HCM implements administrative, physical, and technical safeguards intended to protect the confidentiality, integrity, and availability of PHI in accordance with applicable law. However, no security measures can guarantee absolute protection against all potential threats.

**8.2 Business Associate Agreement Requirement. IF YOU ARE A COVERED ENTITY OR BUSINESS ASSOCIATE UNDER HIPAA, YOU MUST EXECUTE HCM'S BUSINESS ASSOCIATE**





**AGREEMENT ("BAA") PRIOR TO SUBMITTING ANY PROTECTED HEALTH INFORMATION THROUGH THE PLATFORM.** The current BAA is available at [www.hcmappeals.com/baa](http://www.hcmappeals.com/baa) and may be executed electronically. User represents and warrants that it has executed the BAA if required by applicable law. Use of the Platform to process PHI without an executed BAA constitutes a material breach of this Agreement. This EULA does not satisfy BAA requirements under HIPAA. The BAA governs HCM's obligations regarding PHI and is incorporated herein by reference. In the event of any conflict between this EULA and the BAA with respect to PHI, the terms of the BAA shall control.

**8.3 Data Security Measures.** HCM implements reasonable and appropriate security measures designed to protect User data and PHI, including without limitation: (a) encryption of data in transit using industry-standard TLS protocols; (b) encryption of data at rest; (c) access controls limiting data access to authorized personnel; (d) regular security assessments and vulnerability testing; (e) workforce training on privacy and security obligations; and (f) incident response procedures. HCM's specific security measures are described in its Security Documentation, available upon request.

**8.4 PHI Processing Restrictions.** HCM shall not use any PHI or derived data to train, validate, fine-tune, or otherwise develop any artificial intelligence, machine learning, or automated decision-making tool without User's express written consent.

**8.5 Breach Notification.** In the event HCM discovers a breach of unsecured PHI, HCM shall notify affected Users in accordance with the notification timelines and procedures set forth in the applicable BAA and as required by HIPAA, HITECH, and state breach notification laws. HCM shall cooperate with Users in investigating and mitigating any breach and in complying with applicable notification requirements.

**8.6 User Responsibilities.** You are responsible for: (a) obtaining all necessary authorizations and consents before submitting PHI to the Platform; (b) implementing appropriate safeguards on your systems and devices used to access the Platform; (c) protecting the confidentiality of your account credentials; (d) ensuring that only authorized individuals access the Platform using your account; (e) properly securing and disposing of any Generated Content containing PHI; and (f) complying with all applicable privacy and security laws in connection with your use of the Platform.

**8.7 Third-Party AI Processing.** You acknowledge that the Platform utilizes third-party AI services, including services provided by OpenAI, LLC, to process User inputs and generate content. HCM has entered into appropriate data processing agreements and Business Associate Agreements with such third parties requiring them to implement reasonable security measures and restrict their use of User data. However, HCM cannot guarantee the security practices or compliance of third-party service providers.

## 9. INTELLECTUAL PROPERTY

**9.1 HCM Ownership.** The Platform, including all software, algorithms, user interfaces, designs, text, graphics, images, and other content (excluding User-submitted content and Generated Content), is owned by HCM or its licensors and is protected by copyright, trademark, patent,





trade secret, and other intellectual property laws. HCM and its licensors reserve all rights not expressly granted in this Agreement.

**9.2 User Ownership of Outputs.** Subject to HCM's underlying intellectual property rights in the Platform and its technology, you retain ownership of: (a) all data, information, and materials you submit to the Platform; and (b) Generated Content produced through your use of the Platform, to the extent such content incorporates your original inputs and is used in connection with the appeals for which it was generated. This license does not grant you any rights to HCM's underlying algorithms, models, or technology used to generate such content.

**9.3 No Reverse Engineering.** You shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform. You shall not attempt to derive, reconstruct, or access the AI models, training data, or algorithms used by the Platform.

**9.4 Feedback License.** If you provide HCM with any feedback, suggestions, ideas, or recommendations regarding the Platform ("Feedback"), you hereby grant HCM a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, create derivative works from, distribute, publicly display, publicly perform, and otherwise exploit such Feedback in any manner and for any purpose, without any obligation or compensation to you.

**9.5 Trademarks.** "HCM," "Healthcare Chaos Management," "HCMappeals," and related logos and marks are trademarks of HCM. You may not use any HCM trademarks without prior written consent. All other trademarks appearing on the Platform are the property of their respective owners.

## **10. LIMITATION OF LIABILITY**

**10.1 CAP ON DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HCM'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE PLATFORM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE LESSER OF: (A) THE TOTAL FEES PAID BY YOU TO HCM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100.00).**

**10.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HCM, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF HCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**10.3 NO LIABILITY FOR APPEAL OUTCOMES. HCM SHALL HAVE NO LIABILITY WHATSOEVER FOR: (A) THE OUTCOME OF ANY APPEAL SUBMITTED USING GENERATED CONTENT; (B) ANY DECISION, ACTION, OR INACTION BY ANY INSURANCE COMPANY, HEALTH PLAN, OR OTHER PAYOR; (C) ANY DENIAL, REJECTION, OR ADVERSE DETERMINATION RESULTING**





FROM OR RELATED TO AN APPEAL; (D) ANY LOSS OF INSURANCE BENEFITS, COVERAGE, OR REIMBURSEMENT; OR (E) ANY DELAY IN RECEIVING INSURANCE PAYMENTS OR BENEFITS.

**10.4 NO LIABILITY FOR AI ERRORS.** HCM SHALL HAVE NO LIABILITY FOR ANY ERRORS, INACCURACIES, HALLUCINATIONS, OMISSIONS, OR OTHER DEFICIENCIES IN GENERATED CONTENT, INCLUDING WITHOUT LIMITATION: (A) INCORRECT FACTUAL STATEMENTS; (B) FALSE OR NON-EXISTENT CITATIONS TO MEDICAL LITERATURE, REGULATIONS, OR CASE LAW; (C) INAPPROPRIATE OR INCORRECT MEDICAL ASSERTIONS; (D) ERRORS IN REGULATORY INTERPRETATIONS OR LEGAL ARGUMENTS; (E) OUTDATED INFORMATION; OR (F) CONTENT THAT IS UNSUITABLE FOR A PARTICULAR USE OR CIRCUMSTANCE.

**10.5 Essential Basis of Bargain.** You acknowledge that HCM has set its fees and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

**10.6 Jurisdictional Limitations.** Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, HCM's liability shall be limited to the maximum extent permitted by applicable law.

## **11. WARRANTY DISCLAIMER**

**11.1 "AS IS" PROVISION.** THE PLATFORM AND ALL GENERATED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. Without limiting the foregoing, the beta program terms set forth in Section 1.2 apply to all use of the Platform during the beta period.

**11.2 DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HCM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION: (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (C) WARRANTIES THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (E) WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR QUALITY OF ANY GENERATED CONTENT; (F) WARRANTIES THAT DEFECTS WILL BE CORRECTED; AND (G) WARRANTIES THAT THE PLATFORM OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**11.3 NO GUARANTEE OF AVAILABILITY OR ACCURACY.** HCM DOES NOT WARRANT OR GUARANTEE: (A) CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE PLATFORM; (B) THE ACCURACY, COMPLETENESS, CURRENTNESS, OR RELIABILITY OF ANY GENERATED CONTENT; (C) THAT THE PLATFORM WILL PRODUCE EFFECTIVE APPEAL LETTERS OR SUCCESSFUL OUTCOMES; (D) THAT GENERATED CONTENT WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE OR COMPLY WITH ANY PARTICULAR REQUIREMENTS; OR





**(E) THAT THE PLATFORM WILL BE COMPATIBLE WITH ANY PARTICULAR HARDWARE, SOFTWARE, OR NETWORK CONFIGURATION.**

**11.4 Third-Party Disclaimers.** HCM's third-party licensors and service providers make no warranties to you and shall have no liability to you under this Agreement.

## **12. INDEMNIFICATION**

**12.1 User Indemnification Obligations.** You agree to indemnify, defend, and hold harmless HCM, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to:

- (a) Your use of the Platform or any Generated Content;
- (b) Any Appeal Letter or other document you submit to any insurance company or other third party using Generated Content;
- (c) Any inaccurate, incomplete, or misleading information you submit to the Platform;
- (d) Your failure to review, verify, or approve Generated Content before use or submission;
- (e) Your violation of any provision of this Agreement;
- (f) Your violation of any applicable law, regulation, or professional standard;
- (g) Any claim that your use of the Platform or Generated Content infringes or misappropriates any third party's intellectual property or privacy rights;
- (h) Any unauthorized disclosure or misuse of PHI resulting from your actions or omissions;
- (i) Any claim by any Patient, insurance company, or other third party arising from your use of Generated Content; or
- (j) Any fraud, misrepresentation, or other wrongful conduct in connection with your use of the Platform.

**12.2 Indemnification Procedure.** HCM shall provide you with prompt written notice of any claim subject to indemnification and shall cooperate with you in the defense of such claim. You shall not settle any claim without HCM's prior written consent, which shall not be unreasonably withheld. HCM reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

**12.3 Survival.** Your indemnification obligations under this Section shall survive termination or expiration of this Agreement.

## **13. THIRD-PARTY SERVICES**

**13.1 Disclosure of Third-Party AI Services.** The Platform utilizes artificial intelligence services and infrastructure provided by third-party technology companies. As of the Effective Date, the Platform utilizes services provided by OpenAI, LLC ("OpenAI"). HCM may, in its sole discretion, add, modify, or replace third-party AI service providers without prior notice to User, provided





that any such provider processes Protected Health Information only pursuant to a compliant Business Associate Agreement. User acknowledges that HCM does not control the underlying AI models, training data, or processing methods of third-party providers. By using the Platform, you acknowledge and consent to the processing of your inputs by these third-party AI services.

**13.2 Third-Party Terms.** Your use of the Platform may be subject to additional terms and conditions imposed by third-party service providers. To the extent required, such third-party terms are incorporated herein by reference. You agree to comply with all applicable third-party terms in connection with your use of the Platform.

**13.3 No Liability for Third-Party Failures.** HCM shall not be liable for any failure, error, outage, or other issue arising from third-party services, including but not limited to: (a) any failure or degradation of OpenAI or other AI services; (b) any changes to third-party AI models, algorithms, or capabilities; (c) any discontinuation or modification of third-party services; (d) any security breach or incident at a third-party service provider; or (e) any inaccuracy in content generated by third-party AI systems.

**13.4 Third-Party Links and Integrations.** The Platform may contain links to third-party websites or integrate with third-party applications. HCM does not control, endorse, or assume responsibility for any third-party websites or applications. Your use of any third-party websites or applications is at your own risk and subject to the terms and conditions of such third parties.

## 14. TERM AND TERMINATION

**14.1 Term.** This Agreement shall commence upon your acceptance of its terms and shall continue in effect until terminated by either party in accordance with this Section.

**14.2 Termination by User.** You may terminate this Agreement at any time by discontinuing use of the Platform and closing your account. Termination shall not entitle you to any refund of fees previously paid.

**14.3 Termination by HCM.** HCM may terminate this Agreement or suspend your access to the Platform at any time, with or without cause, upon notice to you. HCM may immediately terminate or suspend your access without prior notice if: (a) you breach any provision of this Agreement; (b) HCM reasonably believes your use of the Platform poses a security risk; (c) HCM is required to do so by law; or (d) HCM discontinues the Platform or any portion thereof.

**14.4 Effect of Termination.** Upon termination of this Agreement: (a) all licenses granted to you hereunder shall immediately terminate; (b) you shall immediately cease all use of the Platform; (c) you shall have no further access to your account or any data stored therein; and (d) HCM may delete your account and all associated data in accordance with its data retention policies and applicable law.

**14.5 Survival.** The following Sections shall survive termination or expiration of this Agreement: Section 1.2 (Beta Program Terms), Section 2 (Definitions), Section 6 (AI-Generated Content Disclaimer), Section 7 (Medical and Legal Disclaimer), Section 9 (Intellectual Property), Section 10 (Limitation of Liability), Section 11 (Warranty Disclaimer), Section 12 (Indemnification), Section 13 (Third-Party Services), Section 15 (Dispute Resolution), Section 16 (General Provisions), and any other provisions that by their nature should survive termination.



## 15. DISPUTE RESOLUTION

**15.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**15.2 Jurisdiction and Venue.** Subject to the arbitration provisions below, you agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Marion County, Indiana. You irrevocably consent to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum.

**15.3 Mandatory Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect, or if AAA is unavailable or declines to administer the dispute, by JAMS under its Comprehensive Arbitration Rules. The arbitration shall be conducted by a single arbitrator in Indianapolis, Indiana. The arbitrator's decision shall be final and binding, and judgment on the award rendered may be entered in any court having jurisdiction thereof.

**15.4 CLASS ACTION WAIVER. YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU WAIVE ANY RIGHT TO A JURY TRIAL.**

**15.5 Exceptions to Arbitration.** Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidential information.

**15.6 Time Limitation.** Any claim or cause of action arising out of or relating to this Agreement must be filed within one (1) year after such claim or cause of action arose, or it shall be forever barred.

## 16. GENERAL PROVISIONS

**16.1 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the parties' original intent, or if such modification is not possible, shall be severed from this Agreement. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision, and the remaining provisions shall continue in full force and effect.

**16.2 Entire Agreement.** This Agreement, together with any applicable Business Associate Agreement, subscription agreement, order form, or other agreements expressly incorporated by





reference, constitutes the entire agreement between you and HCM with respect to its subject matter and supersedes all prior or contemporaneous communications, proposals, and agreements, whether oral or written, relating to such subject matter.

**16.3 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

**16.4 Assignment.** You may not assign, delegate, or transfer this Agreement or any of your rights or obligations hereunder without HCM's prior written consent. HCM may assign this Agreement without your consent to any affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

**16.5 Amendments.** HCM reserves the right to modify this Agreement at any time by posting the revised terms on the Platform or by providing notice to you. Your continued use of the Platform after the effective date of any modification constitutes your acceptance of the modified terms. If you do not agree to any modification, your sole remedy is to discontinue use of the Platform.

**16.6 Notices.** All notices required or permitted under this Agreement shall be in writing. Notices to HCM shall be sent to: Health Care Claims Management, Inc., 701 Broad Ripple Avenue, Indianapolis, Indiana 46220, Attention: Legal Department, or by email to [legal@hcmar.com](mailto:legal@hcmar.com). Notices to you shall be sent to the email address associated with your account or by posting on the Platform. Notices shall be deemed given: (a) upon personal delivery; (b) upon confirmed email transmission; (c) one business day after deposit with a nationally recognized overnight courier; or (d) three business days after mailing by certified mail, return receipt requested.

**16.7 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (except for payment obligations) to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, labor disputes, strikes, telecommunications failures, power outages, internet disturbances, or third-party service provider failures.

**16.8 Independent Contractors.** The parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, or employment relationship between the parties.

**16.9 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever.

**16.10 Headings.** The headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.





**16.11 Construction.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the Agreement to be drafted. The terms "include," "includes," and "including" shall be deemed to be followed by "without limitation." References to "days" shall mean calendar days unless otherwise specified.

**16.12 Language.** This Agreement is executed in English, which shall be the controlling language for all purposes. Any translation of this Agreement is provided for convenience only and shall not be binding.

**16.13 Electronic Acceptance.** You acknowledge and agree that clicking an "I Accept" or similar button, or otherwise manifesting assent electronically, constitutes your electronic signature and has the same legal effect as a handwritten signature.

## **CONTACT INFORMATION**

If you have any questions about this Agreement, please contact:

**Health Care Claims Management, Inc.**

d/b/a Healthcare Chaos Management

701 Broad Ripple Avenue

Indianapolis, Indiana 46220

Email: legal@hcmr.com

## **ACKNOWLEDGMENT**

**BY CLICKING "I ACCEPT," CREATING AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT: (A) YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT IN ITS ENTIRETY; (B) YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT; (C) YOU UNDERSTAND THAT GENERATED CONTENT IS AI-GENERATED AND MAY CONTAIN ERRORS, INACCURACIES, OR HALLUCINATIONS; (D) YOU ACCEPT SOLE RESPONSIBILITY FOR REVIEWING AND VERIFYING ALL GENERATED CONTENT BEFORE USE OR SUBMISSION; (E) YOU UNDERSTAND THAT HCM MAKES NO GUARANTEE OF APPEAL SUCCESS OR OUTCOMES; (F) YOU AGREE NOT TO REPRESENT AI-GENERATED CONTENT AS HUMAN-AUTHORED; (G) YOU ACKNOWLEDGE THAT THE PLATFORM IS IN BETA AND PROVIDED AS-IS WITHOUT SERVICE LEVEL COMMITMENTS; AND (H) YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**

*End of Agreement*

*Version 1 (Beta) | December 30<sup>th</sup>, 2025*

