

LEXMED
TERMS AND CONDITIONS
Last updated: May 26, 2026

These Terms and Conditions are effective immediately for users accessing or using the App and/or Service on or after May 26, 2026.

LexMed, Inc., a Delaware corporation, provides a website that allows customers to provide documents and audio files from court proceedings, medical records, and other legal documents (the "**Site**") for analysis, transcription and processing of key information and other services requested. The following Terms and Conditions ("**Terms**") govern your ability to use and access any content, functionality and services offered through the Site whether as a service customer of LexMed providing files and information to receive transcription services ("**Services**") or just as a viewer of the Site (collectively "**User**").

Please read these Terms carefully before using this Site. These Terms governs your access to and use of the Site. The Site is available for your use only on the condition that you agree to the terms of use set forth below. If you do not agree to all of the terms of use, do not access or use the Site.

From time to time, we may modify the Terms. If we do so, we will make the modified Terms available through the Service and indicate the date of the latest revision. We encourage you to review the Terms periodically for changes. Your continued use of the Service after revised Terms have become effective indicates that you have read, understood, and agreed to the current version of the Terms. If you do not agree with any changes to the Terms, you must cease using the Service.

PLEASE READ THE TERMS CAREFULLY. THROUGH USE OF THE SITE OR SERVICES MEANS YOU ACKNOWLEDGE AND REPRESENT THAT 1) YOU HAVE READ THESE TERMS, 2) UNDERSTAND THEM, AND 3) AGREE TO BE BOUND BY THEM. YOU MAY NOT USE THE SITE OR SERVICES UNLESS YOU ARE AT LEAST 13 YEARS OLD.

BY ACCESSING, USING OR MERELY BROWSING THE SITE, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE INTO THESE TERMS.

LEXMED ONLINE SERVICES

LexMed is a website that allows customers to upload information files and audio files from court proceedings, medical records, and other legal documents for processing of key information. We provide the following Services to Users:

- All technology, data, information, programs, materials and other Content that we make accessible to you as a User of the Site;
- Any other services that we may provide to you.

The Services do not include User Content - your data, information, content, or other materials or information of any type that you upload to the Site or otherwise provide to us. User Content is discussed more below.

LexMed reserves the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site with or without notice; limit the Site's availability to any person, geographic area or jurisdiction we choose; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that neither we nor any affiliated entity shall be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any service, software, submission, feature, product or other Content offered through the Site. You agree that these Terms will apply to any changes or updates to the Services. LexMed will notify you of any change to the Services that reduces its functionality or features in any material respect or if it discontinues any Service and is not replaced by a substantially equivalent function or feature. If LexMed has notified you under this section, you may terminate the affected Services upon providing notice to LexMed.

Nothing in this section limits LexMed's ability to discontinue any Service or to make changes as required to comply with applicable law, address a material security risk, or avoid a substantial economic or technical burden.

AI PROCESSING

LexMed utilizes artificial intelligence ("AI") services provided by AI vendors, such as AWS Bedrock for primary language model processing, Deepgram for automatic speech recognition, and Google Cloud AI as backup infrastructure. All AI processing operates under zero retention policies with data deletion upon completion. Your data is never used by these AI vendors to train or improve their models. Our Privacy Policy provides more information about the information shared with our AI vendors.

To maintain service quality, LexMed personnel may review Inputs and Outputs for quality assurance, accuracy verification, and service improvement purposes. This internal review is separate from AI model training and is conducted under strict confidentiality protocols. We may also use anonymized Inputs and Outputs to develop products for our customers.

You are responsible for any text you type in, or images or other content you upload, for AI processing ("Input") as well as the resulting material you generate, such as

images or text ("Output"). The Output is generated by artificial intelligence. LexMed has not verified the accuracy of every Output, though we do reserve to review the Output in our discretion from time to time for quality control purposes.

LexMed makes no warranty or guarantee as to the accuracy, completeness or reliability of the Output and does not accept any liability or responsibility arising in any way from your use of the Output or any omissions or errors contained in the Output. We recommend that you review all Output before sharing and obtain professional and independent advice before you rely on or act on any advice contained in the Output.

ACCOUNTS

Users may access the Site without registering for or having a service account with LexMed, but the features of the Site and Services may require an account with LexMed ("**Account**") and becoming a LexMed customer to receive all Services.

A "**User**" is someone who accesses or in any way uses the Site and/or the Services.

LOGIN CREDENTIALS

General access to the Site does not require an account, but requesting transcription services through the Site may require an account. These Terms govern use of all portions of the Site, regardless of registration.

User access of the Site will require you to use login credentials like a username and password. You may be required to choose a password or change your password. You may also use a third party credential site to provide you access to the Site. Remember your login credentials and do not share your login credentials with anyone. Your login credentials will identify you to us when you return to our Site. If you forget your login credentials, you may not be able to access certain portions of the Site. You are solely responsible to maintain the confidentiality of your login credentials and for all activities when a user is logged into the Site by your login credentials.

You agree to immediately notify LexMed of any unauthorized use of your login credentials or any other security breach and ensure that you log out of the Site at the end of each session. LexMed will not be liable for damage or loss from your failure to comply with these Terms. You may be issued a new login credentials or be required to change your login credentials from time to time. Your login credentials are not transferable to other users.

LexMed reserves the right to restrict, suspend, or terminate access to the Site for any login credentials (each, an "**Account**") because of inactivity or fraudulent activity under that Account, or any other reason we deem appropriate. We are available for your questions regarding use of the Site at [**contact@LexMed.ai**](mailto:contact@LexMed.ai).

SERVICE FEES

Some parts of the Services require a fee and are charged to Users separately through another agreement. If you are not a customer of LexMed that has an account for services, these portions of the Services will not be available to you.

LICENSE AND OWNERSHIP; ACCESS TO SITE

Any and all intellectual property rights ("**Intellectual Property**") associated with the Site and its contents (other than User Content), including all information, data, logos, marks, designs, graphics, pictures, sound files, other files and their selection and arrangement, (collectively, the "**Content**"), are the sole property of LexMed, its affiliates or third parties. The Content is protected by copyright and other laws in both the United States and other countries. Elements of the Site are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the Site are trademarks, service marks or trade dress ("**Marks**") of LexMed, its affiliates or other entities that have granted LexMed the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of LexMed. Except as otherwise expressly authorized by these Terms, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Site in any way without the prior written permission of LexMed or the appropriate third party. Except as expressly provided herein, LexMed does not grant to you any express or implied rights to our or any third party's Intellectual Property.

User Content remains the property of the User and LexMed considers User Content to be confidential in nature. However, we need limited rights from you to operate the Site. By submitting User Content, you grant LexMed, its affiliates and subsidiaries a non-exclusive, royalty-free, nontransferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from your User Content submitted by you to the Site to the extent necessary to operate the Site and for the sole purpose of performing the services provided by the Site, now and in the future.

Further, to the extent you have an active Account, we do not have an obligation to maintain your Content in perpetuity. User Content is available on the Site until you delete it, or request deletion, or for one year, whichever is shorter, and may be deleted by LexMed according to applicable law, these Terms, and our regularly scheduled deletion protocols, policies, and procedures. As reflected above, our AI vendors do not retain your information beyond what is necessary to provide this Service or as reflected in our Privacy Policy.

By providing User Content, you represent and warrant that you own and control all of the rights to the User Content, information and data that you provide to us or you otherwise have the lawful right to post and distribute that User Content, information and data to or through the Site and the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

Some User Content may include client or confidential information. By providing this User Content, you agree you also have the consent of your client and the appropriate authorizations before sharing audio files or client information with our Site. By providing such information, you represent and warrant that you have the legal right to do so and that sharing this information does not violate applicable laws, professional responsibility rules, or client agreements. If you cannot provide this representation, do not provide the information to our Site.

We grant you a limited, revocable, non-exclusive, license to access the Site and to view, copy and print the portions of the Content available to you on the Site. Such license is subject to these Terms specifically conditioned upon the following:

- you may only view such portions of the Content for your own non-commercial use;
- you may not modify or otherwise make derivative works of the Site or the Content or reproduce, distribute or display the Site or any Content except at permitted within these Terms;
- you may not remove any trademark, copyright or other proprietary notices placed on Content;
- you may not use data mining, robots or similar data gathering or extraction methods; and
- you may not use the Site or the Content other than for its intended purpose.

The license in this section is revocable by us at any time. You represent and warrant that your use of the Site and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

You will indemnify, defend and hold harmless LexMed, its affiliates, successors, and assigns, including the applicable officers, directors, employees, and agents thereof for damages, costs and attorneys' fees LexMed incurs from any unaffiliated third-party claim arising from your User Content or your use of the Services.

OUR RIGHT TO MONITOR, EDIT, AND REMOVE CONTENT

We don't have an obligation to monitor your use of the Services or to review any User Content, but we have the right to monitor, remove, edit, and block User Content or

Accounts for the purpose of operating the Services, for quality control purposes, to ensure compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. We have the absolute discretion and reserve the right, at any time and without prior notice, to remove or disable access to any User Content that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to the Services. We do not have any responsibility or liability for your User Content or for any loss or damage your User Content may cause to you or to other people.

General Restrictions on Use

You may not rent, transfer, assign, commercially exploit, resell, or sublicense access to the Services to any third party. You agree not to combine or integrate the Site or Services with hardware, software, or other technology or materials not provided by us. You may not alter or create any derivative product based on the Site or Services. Except as expressly stated in these Terms, no part of the Site or Services may be copied, reproduced, republished, distributed, displayed, downloaded, posted, or transmitted in any form or by any means. Any future amendments to the Site or Services shall be subject to these Terms.

You agree not to use the Site or Services to violate local, state, national or international law; stalk, harass, or harm anyone; collect or store personal data about other users; impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or interfere with the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

In addition to other restrictions set forth in these Terms, you agree that:

- You shall not disguise the origin of information transmitted through the Site or place false or misleading information on the Site.
- You will not use or access any service, information, application or software available via the Site in a manner not expressly permitted by LexMed.
- You will not input or upload to the Site any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Site or information.
- You may not use or access the Site in any way that, in LexMed's judgment, adversely affects the performance or function of the Site or interferes with the ability of authorized parties to access the Site.
- You will use the Site for lawful purposes only and will not submit or transmit through the Site any material or engage in conduct that (1) violates or infringes the rights of others, including, without limitation, rights in intellectual property such as trademarks, copyrights, patents and trade secrets, (2) is unlawful, threatening, abusive, profane, explicit, harassing, defamatory, fraudulent,

constitutes an invasion of privacy or contains explicit, graphic, obscene or pornographic materials; or which otherwise violates any law, rule, regulation or the rights of a third party, (3) impersonates any person, including LexMed and its employees, principals, agents, consultants or affiliates or allows you or a third party unlawful access to a third party's computer or network, (4) is harmful or attempting to harm minors in any way, or (5) violates these Terms, the Privacy Policy, or any other policy of LexMed.

TERM AND TERMINATION

These Terms will become effective and binding when you use the Site or Service, or when you voluntarily register for an Account (whichever occurs first). We reserve the right to terminate your Account, and your access to the Site and the Service at any time without notice. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms.

We may suspend your access to the Services if you have failed to pay any fees within sixty (60) days after the relevant due date or in accordance with any other agreement you may have with LexMed regarding Services. We will only resume the provision of the Services once you have cured to our reasonable satisfaction the matter that caused the suspension.

You may terminate the Services at any time by written notice. If you choose to terminate these Terms, you will not be entitled to any credits or refunds as a result of such termination.

Upon termination of your account, you shall immediately cease use of all Services through the Site. You acknowledge and agree that following termination of your account, LexMed shall have the right to maintain one copy of user data, User Content for archival purposes and compliance with state and federal law. Upon request by you made before or within thirty (30) days of the termination of your account, LexMed will make available to you the most recent version of historical customer usage data in a format at the discretion of LexMed. LexMed shall have no obligation to maintain or provide any User Content and shall, unless legally prohibited, delete in such a manner as prevents recovery through normal means, all User Content in its systems or otherwise in its possession or under its control.

DISCLAIMER OF WARRANTIES

LEXMED MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SITE OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

LEXMED MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION CONTAINED ON THE SITE IS ACCURATE AND UP TO DATE.

NEVERTHELESS, YOU MUST EVALUATE THE INFORMATION AND CONTENT OF THE SITE. YOUR USE AND BROWSING OF THE SITE IS EXCLUSIVELY AT YOUR OWN RISK AND THE SITE, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. LEXMED, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. LEXMED AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABLENESS, COMPLETENESS, SECURITY, TIMELINESS OF THE CONTENT OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE SITE, OR IF YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS. NO INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY LEXMED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS ARE FAIR AND REASONABLE.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT LEXMED IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, LEXMED IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LEXMED, ITS AFFILIATES, ITS LICENSORS, OR ITS SUPPLIERS OR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LEXMED IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH LEXMED IS TO DISCONTINUE YOUR USE OF THE SITE AND THE SERVICES. LEXMED IS NOT RESPONSIBLE FOR WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE. UNDER NO CIRCUMSTANCES WILL LEXMED BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SITE, THE CONTENT POSTED ON THE SITE OR TRANSMITTED TO USERS, OR ANY INTERACTIONS BETWEEN OR AMONG USERS OF THE SITE, WHETHER ONLINE OR OFFLINE.

COMPLIANCE WITH LAW

You agree to use the Site in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of LexMed, negatively reflect on the goodwill or reputation of LexMed and shall take no actions which would cause LexMed to be in violation of any laws, rulings or regulations applicable to LexMed.

LexMed shall report to you, with all relevant details (except those which could prejudice the security of data uploaded by other customers), any event that LexMed reasonably believes represents unauthorized access to, disclosure of, use of, or damage to User Content (a "**Security Breach**"). LexMed shall make such report within 72 hours after learning of the Security Breach.

In the event of a Security Breach, LexMed shall (a) cooperate with User to identify the cause of the breach and to identify any affected Content; (b) assist and cooperate with User in investigating and preventing the recurrence of the Security Breach; (c) assist and cooperate with User in any litigation or investigation against third parties that User undertake to protect the security and integrity of Content; and (d) use commercially reasonable endeavors to mitigate any harmful effect of the Security Breach

GOVERNING LAW; VENUE

These Terms has been made in, and will be construed and enforced in accordance with the laws of, the State of Arkansas without regard to its principles of conflicts of laws. You and LexMed consent to the exclusive jurisdiction of the state and federal courts sitting in Benton County, Arkansas for any actions, suits or other proceedings arising out of, or related to, the enforcement of either party's rights hereunder. You and LexMed agree not to commence any action suit or proceeding in any other court and hereby irrevocably and unconditionally waive any objection to the laying of venue in any such court. The parties each agree to waive their separate rights to a trial by jury.

ELECTRONIC COMMUNICATIONS; FEEDBACK

When you send e-mail to LexMed, you are communicating electronically and LexMed will communicate with you by e-mail. We may also communicate by posting notices on the Site or through push notifications. You agree that all notices, disclosures, and other communications that LexMed makes electronically satisfy any legal requirement that such communications be in writing. If you want to withdraw this consent, please stop using this Site.

We always appreciate your feedback and other suggestions about our Services and the Site. You agree that we may use any feedback, suggestions, comments,

information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("**Feedback**"), without any restriction, acknowledgment, or compensation paid to you, for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Site and/or Services. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. We are under no obligation to keep your Feedback confidential.

LexMed SMS Program

1. When you opt-in you can expect to receive SMSs from us to organize your free trial as well as notifications to confirm your appointments with us.
2. You can cancel the SMS service at any time. Simply text "STOP" to the shortcode. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.
3. If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to support@lexmed.ai
4. Carriers are not liable for delayed or undelivered messages.
5. As always, message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies. For questions about your text plan or data plan, contact your wireless provider.
6. For privacy-related inquiries, please refer to our privacy policy:
https://www.lexmed.ai/_static/2025_10_30_LEXMED_Privacy_Policy98.html

GENERAL

You may not assign your account or any of your interests, rights or obligations under these Terms. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

AMENDMENTS

As stated above, we may amend these Terms at any time and for any reason. We ask that you stay up-to-date with this Terms. When we make changes to these Terms, we will notify you of the changes by the email address you have provided us and by posting the revised version on our Site. Any changes will become effective upon the earlier of thirty (30) calendar days following our e-mail notice to you (if applicable) or thirty (30) calendar days following our posting notice of the changes on our Site. Changes will be effective immediately for new users of our Site or Services. If you object to any such

changes, we ask that you cease using the Site and the Services. By continuing to use the Site after we have posted modifications or amendments to the Terms, you consent to such amendments and/or modifications. For this reason, we encourage you to review the Terms whenever you use the Site or Services.

If you have any questions or concerns regarding the Terms of Use, please contact us at info@LexMed.ai.