

SHADOWFAX DIAGNOSTICS INC. TERMS OF SERVICE

Last Updated: May 24, 2026

This Terms of Service Agreement (the "Agreement") is entered into as of the date of acceptance (the "Effective Date") by and between Shadowfax Diagnostics Inc., a Delaware corporation ("Provider" or "Shadowfax"), and you, the individual user ("User" or "you").

Recitals

Provider offers an AI-powered radiology reporting platform (the "Platform") available in three plans:

- Free Trial: 3 days from signup or 50 reports, whichever occurs first.
- Basic: a paid subscription plan with included AI-generated report usage limits displayed in the applicable purchase flow before purchase.
- Pro: a paid subscription plan with additional or unlimited AI-generated report usage as displayed in the applicable purchase flow before purchase.

By using the Platform, you represent and warrant that you are a licensed medical professional or acting under the supervision of one, and that any reports generated are for informational or assistive purposes only and do not constitute professional medical advice or substitute for your own professional judgment. You select a plan upon signup and are bound by these terms regardless of plan.

1. Definitions

- Services: Access to the Platform for individual use.
- Report: A single radiology report generated via the Platform.
- Billing Cycle: The recurring subscription period applicable to your selected paid plan, beginning on your subscription start date and renewing automatically unless canceled.

2. Term and Termination

2.1 Term

- Free Trial: Commences on Effective Date and expires after 3 days from signup or upon generation of 50 reports, whichever occurs first.
- Paid Plans: Subscription plans renew automatically at the end of each billing cycle unless canceled in accordance with these terms and the applicable purchase-channel rules.

2.2 Termination

- By Provider: Provider may terminate your account at any time for violation of these terms or for any other reason, with or without notice.
- By User: You may cancel your paid subscription at any time via your account settings or, for subscriptions purchased through an app store or third-party platform, through the applicable platform subscription management settings. Cancellation will be effective at the end of your current billing cycle. You will continue to have access to the Platform until the end of your paid period.
- Free Trial: Access ceases immediately upon expiration of the 3-day period or upon generation of the 50th report, whichever occurs first.
- No Early Termination Fee: There is no early termination fee for paid plans.

2.3 Effects of Termination

- Access to the Platform ceases immediately upon Free Trial expiration or upon cancellation at the end of the billing cycle for paid plans.
- No refunds will be provided for any fees paid, except as required by law or by the applicable purchase-channel rules.

- Upon termination, you may request deletion of your account data in accordance with our Privacy Policy.

3. Services and Access

3.1 Provision of Services

Provider grants you a limited, non-exclusive, non-transferable, revocable license to use the Platform for personal radiology reporting purposes in accordance with these terms.

3.2 Service Levels

Provider aims for reasonable uptime and availability but does not guarantee specific service level agreements (SLAs) or uptime percentages.

3.3 Support

Email support is available during business hours via support@shadowfaxai.com.

3.4 Updates

Provider may update, modify, or discontinue features of the Platform at any time. Material changes will be notified to users via email or through the Platform interface.

4. Fees and Payment

4.1 Fees

Current subscription prices, billing periods, included usage limits, trial terms, renewal terms, and plan features are displayed in the applicable purchase flow before purchase and may vary by platform, storefront, currency, taxes, promotions, and selected plan. Prices are subject to change in accordance with applicable law and the rules of the purchase channel through which you subscribed.

4.2 Invoicing and Payment

- Payment is due upon signup for paid plans and is automatically charged on each renewal date unless the subscription is canceled before renewal.
- Payment may be processed through Apple In-App Purchase, Stripe, or another payment processor depending on the platform, purchase channel, and plan selected. For subscriptions purchased through Apple In-App Purchase, billing, renewal, cancellation, refunds, and payment management are handled by Apple under the applicable Apple Media Services terms and App Store rules.
- For subscriptions purchased directly from Provider or through another non-Apple purchase channel, you agree to provide accurate payment information and authorize Provider or its payment processor to charge your payment method.
- There are no per-study or per-report fees beyond the applicable subscription fee unless additional fees are displayed and accepted in the purchase flow.

4.3 Tier Changes

- Upgrades: Upgrading to a higher plan may result in an immediate or prorated charge, or may otherwise be handled according to the rules of the applicable purchase channel. Higher-plan features become available as described in the purchase flow.
- Downgrades: Downgrading to a lower plan may take effect at the end of your current billing cycle or as otherwise handled by the applicable purchase channel. You may continue to have access to higher-plan features until the downgrade takes effect.

4.4 Taxes

Fees may be exclusive or inclusive of applicable taxes depending on the purchase channel, jurisdiction, and storefront. You are responsible for paying any taxes imposed on your purchases based on your country, state, or locality, except where the applicable purchase channel is responsible for collecting and remitting such taxes. Shadowfax will collect and remit taxes where required by law.

4.5 Payment Failures

If payment fails, Provider may suspend or terminate your account. Provider or the applicable purchase channel may attempt to notify you of payment failures. For subscriptions purchased through Apple In-App Purchase or another third-party platform, payment failures and related subscription status changes may be governed by that platform's rules.

5. Data and Privacy

5.1 Data Ownership

- User Data: You retain ownership of all data you input into the Platform, including patient information and report content.
- Aggregated Data: Provider owns all rights to de-identified, aggregated, and anonymized data derived from Platform usage.

5.2 Privacy Policy

Your use of the Platform is also governed by our Privacy Policy, which describes how we collect, use, and protect your information. By using the Platform, you consent to the collection and use of information as described in the Privacy Policy.

5.3 HIPAA and Protected Health Information

IMPORTANT DISCLAIMER: The Platform is designed for radiology dictation and may store patient identifiers and medical information. The Platform is not designed or intended to receive, store, maintain, or transmit Protected Health Information (PHI) as defined under HIPAA in a HIPAA-compliant manner.

By using the Platform, you acknowledge and agree that:

- You must not input any PHI into the Platform unless you have determined, in consultation with legal counsel, that such use is appropriate and compliant with applicable laws.
- If you do input PHI, you do so at your own risk and assume full responsibility and liability for any resulting HIPAA non-compliance, breaches, or claims.
- Shadowfax Diagnostics Inc. is not a Business Associate under HIPAA with respect to individual consumer use and makes no representations or warranties regarding HIPAA compliance for user-submitted data.
- Provider is not responsible for any HIPAA violations, data breaches, or regulatory penalties resulting from your use of the Platform with PHI.
- You are solely responsible for ensuring compliance with HIPAA, state privacy laws, and all other applicable healthcare regulations.

We strongly recommend consulting with legal counsel before using this service for any purpose involving PHI.

6. Intellectual Property

6.1 Provider Intellectual Property

Provider retains all right, title, and interest in and to the Platform, including all intellectual property rights. You shall not:

- Reverse engineer, decompile, or disassemble the Platform.
- Copy, modify, or create derivative works of the Platform.
- Remove or alter any proprietary notices or labels.
- Use the Platform for any purpose other than as expressly permitted.

Violations of this section entitle Provider to immediate termination and remedies under Delaware law, including injunctive relief, damages, and attorneys' fees.

6.2 User Content

You retain ownership of content you create using the Platform. By using the Platform, you grant Provider a limited license to use, store, and process your content solely for the purpose of providing the Services.

6.3 Feedback

You grant Provider a perpetual, irrevocable, royalty-free license to use, modify, and incorporate any suggestions, feedback, or recommendations you provide regarding the Platform.

7. Representations and Warranties

7.1 Mutual Representations

Each party represents and warrants that:

- It has the authority to enter into this Agreement.
- It will comply with all applicable laws and regulations.

7.2 Provider Representations

Provider represents and warrants that the Platform will perform substantially as described in the documentation.

7.3 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

8. Indemnification and Liability

8.1 User Indemnification

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

- Your use of the Platform in violation of these terms.
- Your violation of any law or regulation.
- Your infringement of any third-party rights.
- Any PHI or patient data you input into the Platform.

8.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA LOSS, OR BUSINESS INTERRUPTION.
- PROVIDER'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
- PROVIDER SHALL NOT BE LIABLE FOR ANY MEDICAL DECISIONS, DIAGNOSES, OR TREATMENT OUTCOMES RESULTING FROM USE OF THE PLATFORM.

9. Confidentiality

You agree to protect and maintain the confidentiality of Provider's confidential information, including but not limited to the Platform's features, functionality, pricing, and business information. You shall not disclose such information to any third party without Provider's prior written consent.

10. General Provisions

10.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

10.2 Jurisdiction

Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware.

10.3 Assignment

You may not assign or transfer this Agreement or any rights or obligations hereunder without Provider's prior written consent. Provider may assign this Agreement in connection with a merger, acquisition, or sale of assets.

10.4 Entire Agreement

This Agreement, together with the Privacy Policy, constitutes the entire agreement between you and Provider regarding the Platform and supersedes all prior agreements and understandings.

10.5 Amendments

Provider may modify these terms at any time. Material changes will be notified to you via email or through the Platform. Your continued use of the Platform after such changes constitutes acceptance of the modified terms.

10.6 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.7 Waiver

No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

10.8 Contact Information

For questions about these Terms of Service, contact us at:

Shadowfax Diagnostics Inc.
Email: support@shadowfaxai.com

Acceptance

By using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and our Privacy Policy. If you do not agree to these terms, you must not use the Platform.