

Nodal Health, Inc. – Terms of Service

Last Updated: March 18, 2026

Welcome and thank you for your interest in Nodal Health, Inc. (“Nodal,” “Company,” “we,” or “us”). These Terms of Service (“Terms”) govern your access to and use of <https://www.nodal.com>, as well as any mobile apps, social media pages, AI-powered chat features, SMS/text messaging services, and other technologies we operate, including all content, functionality, and services offered (collectively, the “Site”), whether as a guest or registered user.

By accessing or using the Site, you agree to these Terms and our Privacy Policy (<https://nodal.com/privacy-policy>), which is incorporated by reference. If you do not agree, do not use the Site or related services.

A pdf version of this Terms of Service is available [here](#).

Agreement to Terms

These Terms apply to all users. The Site is offered only to individuals who are at least 18 years old and reside in the United States. By using the Site, you confirm you meet these requirements and can legally enter into this agreement.

Changes to the Terms

We may revise these Terms at any time. Changes are effective upon posting. Your continued use of the Site constitutes acceptance. You are responsible for reviewing Terms periodically.

Accessing the Site and Account Security

We may modify, suspend, or discontinue all or part of the Site without notice. We are not liable if the Site is unavailable.

You may need to register for certain features. You agree that all information you provide is accurate, current, and complete. You are responsible for maintaining account security and must notify us immediately of unauthorized access.

AI-Powered Chatbot

The Site may include AI chat tools for general guidance. You acknowledge that:

- AI-generated responses may be inaccurate or incomplete;
- Responses are informational only and do not constitute medical, legal, or professional advice;
- You should always consult qualified professionals for medical, legal, or other professional decisions.

SMS/Text Messaging

By providing your phone number, you consent to receive messages from Nodal, including service updates, journey-related notifications, and marketing communications. Message frequency varies; standard messaging/data rates may apply. You may opt out by emailing privacy@nodal.com, which may limit certain service notifications.

Text messages are not always secure and may be viewed by others with access to your device. By consenting to receive messages from Nodal, you

accept these risks. For sensitive communications, please use secure channels.

Intellectual Property

All Site content—including text, graphics, logos, software, and design—is owned by Nodal or its licensors. You may use the Site for personal, non-commercial purposes only. Reproduction, modification, distribution, or derivative works are prohibited unless expressly permitted.

Prohibited Uses

You agree not to use the Site to:

- Violate any law or regulation;
- Harass, harm, or impersonate others;
- Transmit spam or malicious code;
- Interfere with Site security or operation;
- Collect personal data without consent;
- Attempt unauthorized access to systems or accounts.

User Contributions

Any content you submit (“User Contributions”) is non-confidential. By submitting, you grant Nodal a broad license to use, reproduce, and distribute it. You represent that you have rights to provide the content and are responsible for it.

Monitoring and Enforcement

We may monitor, remove, or refuse content at our discretion and cooperate with law enforcement as required.

Reliance on Information

All Site content is for general informational purposes only. Nodal does not provide medical, legal, or tax advice. Reliance on any information is at your own risk.

Termination

We may modify, suspend, or discontinue the Site at any time without notice and are not liable for any related consequences. We may refuse or terminate accounts at our discretion. Contact privacy@nodal.com if you believe your account was restricted in error.

Geographic Restrictions

The Site is intended for U.S. users. Access from outside the U.S. is at your own risk.

Limitation of Liability

Your use of the Site and services is at your own risk. To the maximum extent permitted by law, Nodal and its affiliates, officers, directors, employees, and agents disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

Nodal does not guarantee uninterrupted, error-free, secure, or virus-free use, or the accuracy of any information, including AI-generated content.

To the maximum extent permitted by law, Nodal is not liable for indirect, incidental, consequential, special, or punitive damages arising from your use or inability to use the Site or services. Nodal's total liability will not exceed the

greater of \$100 or the amount you paid in the 12 months prior to the claim. Nothing limits liability that cannot be excluded by law.

Indemnification

You agree to defend, indemnify, and hold harmless Nodal, its affiliates, subsidiaries, partners, officers, directors, employees, agents, and vendors from any claims, liabilities, losses, or expenses (including attorneys' fees) arising from:

- Your breach of these Terms or related documents;
- Your violation of applicable law; or
- Your infringement of third-party rights.

Dispute Resolution, Arbitration, and Governing Law

Informal Resolution

If a dispute arises, you agree to first contact Nodal in good faith to resolve it. Communications during discussions are confidential and not admissible in arbitration or court except as otherwise allowed.

Binding Arbitration

Unresolved disputes after 60 days (except small claims) will be resolved by binding arbitration administered by JAMS under its rules. Judgment may be entered in any court with jurisdiction. If arbitration is unenforceable, disputes must be filed exclusively in Wilmington County, Delaware.

Individual Arbitration

Arbitration proceeds on an individual basis. Class, group, collective, or coordinated arbitrations are prohibited. Claims filed concurrently with shared counsel or coordination are considered collective and prohibited.

Class & Collective Action Waiver

To the maximum extent permitted by law, neither party may consolidate disputes, participate in collective arbitration, or act in a representative capacity (e.g., class member). All such rights are waived. If any part is unenforceable, the remainder may be deemed void.

Opt-Out

You may opt out of arbitration within 30 days of first accepting these Terms by emailing privacy@nodal.com with your full name. Opting out does not prevent Site use, but disputes will not be subject to arbitration.

Entire Agreement

These Terms constitute the entire agreement between you and Nodal regarding Site use and supersede prior agreements. You may be required to provide documentation or releases to verify compliance. You waive defenses based on electronic form or lack of signature.

Contact Information

To ask questions or comment, contact us at privacy@nodal.com.