

Terms of Use

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These Terms of Use (the "Terms") constitute a binding agreement between you (the "Clinician," "you," or "your") and **Underline.AI, Inc.**, a Delaware corporation ("Underline," "we," "our," or "us"), and govern your access to and use of the **Underline.Health** platform and related services.

By selecting "I Accept," you acknowledge that you have read and understood these Terms and agree to be bound by them. If you register on behalf of a practice, clinic, or other entity, you represent that you have authority to bind that entity, and "you" refers to that entity.

1. The Services

1.1 Overview. Underline.Health is an AI-assisted clinical documentation and intelligence platform for licensed mental health professionals. The Services allow you to capture clinical encounters (including session audio, voice recordings, handwritten notes, and images), generate structured clinical drafts from those captures, produce clinical records and correspondence, receive longitudinal clinical insights, and manage related administrative tasks (collectively, the "Services").

1.2 No Patient Access. The Services are provided solely to you and to the Authorized Users you designate within your workspace. **Patients do not hold accounts, do not log in, and do not access the Services.** Underline has no direct relationship with your patients and does not communicate with them. Records concerning your patients exist within the Services only because you or your Authorized Users place them there.

1.3 Modifications to the Services. We may add, enhance, modify, or discontinue functionality at our discretion. If we make a material adverse change to core functionality, we will notify you by email at the address associated with your

account, by notice within the Services, or by posting on the Underline.Health website.

1.4 Third-Party Services. The Services rely on third-party providers, including cloud infrastructure, AI model providers, transcription providers, and payment processors. A current list is published at <https://underline.health/subprocessors/>. We remain responsible for our subprocessors' handling of patient data to the extent set out in the applicable data protection agreement referenced in Section 4, but we are not responsible for third-party services you elect to connect independently, which are governed by their own terms.

1.5 Availability and Support. Subject to payment of applicable fees, we will maintain and support the Services in accordance with our standard support practices, which may vary by plan and may be updated from time to time.

2. Accounts and Authorized Users

2.1 Account Creation. To use the Services you must create an account. The first user is automatically designated the account administrator ("Admin"). You agree to provide accurate registration information, to keep credentials secure, to remain responsible for all activity occurring under your account, and to notify us promptly of any suspected unauthorized access.

2.2 Authorized Users. You may grant access to colleagues, supervisees, or administrative staff within your practice ("Authorized Users"). You are responsible for all actions taken by your Authorized Users and for managing their access and permissions, including revoking access promptly when it is no longer required. Each Authorized User also accepts these Terms on their own behalf when they activate their account, and remains individually bound by them. Authorized Users do not include patients.

2.3 Eligibility. You represent that you are a licensed mental health professional, or acting under the supervision or direction of one, and that your use of the Services complies with the professional, ethical, and record-keeping obligations applicable to your licensure and jurisdiction.

2.4 Usage Limits. Use of the Services is subject to the limits of your plan. We may restrict or charge for usage that materially exceeds those limits.

2.5 Suspension and Restriction. If fees are overdue, we may restrict your workspace to read-only access, so that you and your Authorized Users may continue to view and export records but not create or modify them. We may suspend access more broadly, with notice where practicable, if unauthorized or unlawful activity is suspected, if continued use poses a security risk, or if you materially breach these Terms. We will not withhold access to patient records in a manner that prevents you from meeting your record-keeping obligations or from responding to a patient's request for access.

3. Your Content and AI Output

3.1 Your Content. You and your Authorized Users may submit recordings, notes, images, documents, and other materials to the Services ("Your Content"). As between you and Underline, you retain all ownership of Your Content. You grant us a limited, non-exclusive license to host, process, and display Your Content solely to provide and support the Services and as permitted by the data protection agreement referenced in Section 4.

3.2 AI Output. The Services generate drafts, summaries, insights, and other automated output ("AI Output"). **AI Output is a draft for your review and is not a clinical record until you review, correct, and adopt it.** AI Output may contain errors, omissions, or inferences that are inaccurate or clinically inappropriate. You are solely responsible for reviewing and validating all AI Output before relying on it, incorporating it into a patient record, or transmitting it to any third party.

3.3 No Training on Your Content. We do not use Your Content, and we do not permit our AI subprocessors to use Your Content, to train, fine-tune, or improve generative AI models.

3.4 Clinical and Legal Responsibility. You are solely responsible for the legality, accuracy, and clinical appropriateness of Your Content and of any record you adopt; for obtaining any patient consent or authorization required by applicable law

or professional standards; for providing your patients any privacy notice required of you; and for meeting your own record retention obligations.

3.5 Acceptable Use. Your use of the Services is subject to the Acceptable Use Policy at <https://underline.health/acceptable-use/>, which forms part of these Terms.

4. Privacy, Health Data, and Data Protection

4.1 Role of the Parties. You determine the purposes and means of processing the patient records you place in the Services. Underline processes those records only on your documented instructions.

- If your workspace is in the **United States**, you are a Covered Entity (or acting on behalf of one) under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), and Underline is your Business Associate.
- If your workspace is in **Israel**, you are the owner and controller of the database under the Protection of Privacy Law, 5741-1981 and the Protection of Privacy Regulations (Data Security), 5777-2017, and Underline is a holder and processor acting on your behalf.

4.2 Data Protection Agreement. The processing of patient records is governed by the agreement applicable to your region, which is incorporated into these Terms by reference and which you accept when you create your workspace:

- United States: the **Business Associate Agreement** at <https://underline.health/baa/>
- Israel: the **Israeli Data Protection Addendum** at <https://underline.health/il-data-protection/>

We make the Services available only in jurisdictions where we have enabled them. Where we have not, your workspace will not be activated and you will not be able to place patient records in the Services. Where we have enabled the Services for you but do not yet offer a data protection agreement for your jurisdiction, our processing of your patient records is governed by these Terms alone, and in

particular by Sections 4.1 and 4.4. Accepting an agreement listed above does not satisfy an obligation arising under the law of a different jurisdiction, and we make no representation that it does. Contact legal@underline.health if your regulator or professional body requires a particular form of agreement.

In the event of a conflict between these Terms and the applicable data protection agreement with respect to patient records, that agreement governs.

4.3 Privacy Policy. The Privacy Policy at <https://underline.health/privacy-policy/> describes how we handle **your** personal data as a website visitor and account holder. It does not govern patient records, which are governed exclusively by the agreement identified in Section 4.2.

4.4 De-identified Data. We may create de-identified information from patient records only to the extent expressly permitted by the applicable data protection agreement, and only where de-identification meets the standard set out in that agreement. De-identified information is not patient data and may be used to operate, secure, evaluate, and improve the Services and to produce aggregate statistics, subject to Section 3.3.

5. Fees and Payment

5.1 Fees. Subscription fees are those published on the Underline.Health pricing page or set out in your order. Fees are non-refundable except as expressly stated on the pricing page or in your order, or where required by law.

5.2 Currency. Fees may be charged in USD or ILS as we determine.

5.3 Billing and Renewal. Fees are billed at the start of each term and renew automatically unless cancelled before the renewal date. Accounts with unpaid fees may be restricted as described in Section 2.5.

5.4 Trials. Trial access is provided "as is," without warranty or support obligations. Our total liability arising from trial use will not exceed one hundred United States dollars (\$100).

5.5 Taxes. Fees exclude taxes. You are responsible for all applicable taxes other than those based on our net income.

5.6 Payment Processing. Payments are processed by a third-party payment processor. We do not store full payment card details. We are not liable for the acts or omissions of the payment processor.

6. Confidentiality

Each party may receive confidential information of the other. Each party will protect the other's confidential information with at least reasonable care and will not disclose it except as necessary to perform under these Terms or as required by law. These obligations do not apply to information that is or becomes public without breach, was already lawfully known, is lawfully received from a third party, or is independently developed. Our intellectual property is our confidential information. This Section does not limit or replace the confidentiality and security obligations that apply to patient records under the agreement identified in Section 4.2, which control.

7. Intellectual Property

7.1 Ownership. All intellectual property in the Services, including software, models, designs, and documentation, belongs to Underline or its licensors. Nothing in these Terms transfers ownership to you.

7.2 License. Subject to these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services during your subscription.

7.3 Restrictions. You may not reverse engineer, decompile, resell, sublicense, or use the Services or their output to develop a competing product or to train a competing model.

7.4 Feedback. If you provide suggestions or feedback, we may use it without restriction or obligation to you. Feedback must not contain patient information.

8. Copyright and Infringement Claims

8.1 Respect for Third-Party Rights. We respect the intellectual property rights of others and expect the same of our users. You must not submit to the Services any material you are not licensed or otherwise entitled to use, including copyrighted clinical or psychometric instruments for which you do not hold a valid licence.

8.2 Reporting Infringement. If you believe material available through the Services infringes your copyright, send a written notice to legal@underline.health containing: identification of the copyrighted work claimed to be infringed; identification of the material claimed to be infringing and information sufficient for us to locate it; your full name, mailing address, telephone number, and email address; a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement, made under penalty of perjury, that the information in the notice is accurate and that you are the owner or authorized to act on the owner's behalf; and your physical or electronic signature.

8.3 Our Response. On receipt of a valid notice we will take such action as we consider appropriate, which may include removing or disabling access to the material and notifying the user who submitted it. Because the Services store clinical records within private workspaces, removal may affect a clinical record, and we will act with due regard to your record retention obligations.

8.4 Counter-Notice. If you believe material was removed by mistake or misidentification, you may send a counter-notice to legal@underline.health containing: your name, address, telephone number, and email address; identification of the material and its location before removal; a statement, made under penalty of perjury, that you have a good faith belief the material was removed as a result of mistake or misidentification; and your physical or electronic signature. We may restore the material at our discretion.

8.5 Repeat Infringers. We may suspend or terminate the account of any user who repeatedly infringes the intellectual property rights of others.

8.6 No Legal Advice. Nothing in this Section is legal advice. Consult counsel if you are uncertain of your rights.

9. Disclaimers and Liability

9.1 No Medical Advice; No Provider Relationship. Underline is not a healthcare provider and does not practise medicine, psychology, psychotherapy, or any other regulated profession. The Services are documentation and analytical tools that support your professional judgment. They do not diagnose, treat, or make clinical decisions, and they are not a substitute for your judgment. **You remain fully responsible for all clinical decisions and for every record you adopt.**

9.2 Not for Emergencies. The Services are not designed for and must not be relied upon in medical emergencies, crisis intervention, or any situation involving imminent risk of harm.

9.3 Disclaimer of Warranties. Except as expressly stated in these Terms, the Services are provided "as is" and "as available" without warranties of any kind, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

9.4 Limitation of Liability. To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, or data. Our aggregate liability arising out of or relating to these Terms will not exceed the amount you paid us in the twelve months preceding the event giving rise to the claim. Nothing in this Section limits liability that cannot be limited under applicable law, and this Section does not limit either party's obligations or liability under the agreement identified in Section 4.2.

9.5 Indemnification. You will indemnify and hold us harmless against third-party claims arising from Your Content, from your use of the Services in breach of these Terms, or from your clinical practice.

10. Term and Termination

10.1 Term. These Terms take effect when you accept them and continue while you use the Services.

10.2 Termination for Convenience. You may terminate at any time by cancelling your subscription.

10.3 Termination for Cause. Either party may terminate on thirty (30) days' written notice of a material breach that remains uncured at the end of that period.

10.4 Effect of Termination. On termination, your access to the Services ceases. You will have thirty (30) days from termination to export Your Content. Following that period, patient records are returned or destroyed in accordance with the agreement identified in Section 4.2. Account deletion may be requested as described in the Privacy Policy. Sections 3.4, 6, 7, 8, 9, and 11, and any accrued payment obligations, survive termination.

11. General

11.1 Governing Law and Venue. These Terms are governed by the laws of the State of Delaware, United States, without regard to its conflict of laws rules. The parties submit to the exclusive jurisdiction of the state and federal courts located in Delaware.

11.2 Class Action Waiver. Where permitted by law, each party agrees that claims will be brought only in an individual capacity and not as a plaintiff or class member in any class or representative proceeding.

11.3 Publicity. We will not identify you or your practice as a customer in marketing materials without your prior written consent.

11.4 Assignment. Neither party may assign these Terms without the other's consent, except to an affiliate or to a successor in connection with a merger, acquisition, or sale of substantially all assets. Any assignment by us remains subject to the agreement identified in Section 4.2.

11.5 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control. This does not excuse payment obligations or obligations relating to the security of patient records.

11.6 Independent Contractors. The parties are independent contractors. These Terms create no partnership, joint venture, employment, or agency relationship.

11.7 Notices. Notices to you are effective when sent to the email address on your account or posted within the Services. Notices to Underline must be sent to legal@underline.health and are effective on receipt.

11.8 Changes to these Terms. We may update these Terms. We will notify you of material changes by email or within the Services at least thirty (30) days before they take effect, except where a change is required by law or addresses a security risk, in which case it may take effect sooner. Continued use after the effective date constitutes acceptance. Material changes to the agreement identified in Section 4.2 require your acceptance separately.

11.9 Severability and Waiver. If any provision is held unenforceable, the remainder stays in effect. A failure to enforce a provision is not a waiver of it.

11.10 Entire Agreement. These Terms, together with the Acceptable Use Policy, the Privacy Policy, and the agreement identified in Section 4.2, constitute the entire agreement between the parties and supersede all prior versions and understandings.

Underline.AI, Inc. legal@underline.health <https://underline.health>