

# TERMS OF SERVICE

Effective Date: 01 October 2026

These Terms of Service ("Terms") govern access to and use of the public website, informational resources, account registration, and any trial, demonstration, evaluation, or generally available functionality of the RATIFY® platform and related services (the "Services") made available by Envisionit Deep AI Ltd, a company incorporated and registered in England and Wales with company number 12518335, registered office at Coveham House, Downside Bridge Road, Cobham, England, KT11 3EP ("Envisionit", "we", "us", or "our").

By accessing our website, creating an account, or otherwise using the Services, you ("Customer" or "you") agree to be bound by these Terms. If you are entering into these Terms on behalf of an organisation, you represent that you have authority to bind that organisation, and "you" refers to that organisation.

**Order of precedence.** Where Customer has executed a Master Services Agreement, Statement of Work, Order Form, or Data Processing Agreement with Envisionit (together, the "Contracted Agreements"), those Contracted Agreements govern Customer's paid use of RATIFY and take precedence over these Terms in the event of a conflict. These Terms otherwise apply to all use of the Services, including public website use, account registration, and any use not separately governed by a Contracted Agreement.

## 1. Eligibility and accounts

1.1 If we provide you with account credentials, you are responsible for maintaining their confidentiality and for all activity that occurs under your account. You must notify us promptly of any suspected unauthorised access.

1.2 You agree to provide accurate, current, and complete information when registering for an account and to keep that information up to date.

## 2. Description of the Services

2.1 RATIFY is Envisionit's proprietary AI validation, monitoring, benchmarking, post-market surveillance, and quality-assurance software platform. Features, functionality, and availability may vary depending on your subscription tier, deployment model, or Contracted Agreement.

2.2 We may update, modify, or discontinue features of the Services from time to time to improve security, performance, usability, compliance, or functionality. Where a Contracted Agreement is in place, we will not materially reduce core contracted functionality during a paid term without reasonable notice or an agreed alternative.

2.3 RATIFY provides evidence, monitoring, and analytical outputs to support governance and decision-making. It does not replace professional judgement, clinical responsibility, local governance, or medical-device regulatory obligations. Customer remains solely responsible for clinical, operational, procurement, and regulatory decisions made using RATIFY outputs.

### 3. Acceptable use

You agree not to, and not to permit any third party to:

- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services, except to the extent such restriction is prohibited by applicable law;
- use the Services to build, train, or improve a competing product or service;
- circumvent, disable, or otherwise interfere with security features of the Services;
- perform penetration testing, vulnerability scanning, load testing, or other security testing without our prior written authorisation;
- upload or transmit content that is unlawful, infringing, harmful, or that you do not have the right to submit, including patient-identifying data not expressly permitted under an applicable Contracted Agreement and Data Processing Agreement;
- access the Services to monitor their availability, performance, or functionality for competitive benchmarking purposes without our consent;
- use the Services in any manner that violates applicable law, including data-protection, cybersecurity, or medical-device regulations.

### 4. Intellectual property

4.1 Envisionit and its licensors retain all right, title, and interest in and to RATIFY, the Services, our website, documentation, software, algorithms, models, workflows, trade marks, and all associated intellectual property rights. No rights are granted to you except the limited right to access and use the Services as expressly permitted by these Terms or an applicable Contracted Agreement.

4.2 You retain all right, title, and interest in data and content you submit through the Services ("Customer Data"). You grant Envisionit a limited, non-exclusive right to host, process, and transmit Customer Data solely to provide, secure, and support the Services.

4.3 Any feedback, suggestions, or ideas you voluntarily provide about the Services may be used by Envisionit without restriction or obligation to you, provided such use does not disclose your confidential information or identify you without permission.

### 5. Fees and payment

5.1 Access to certain features of the Services requires payment of fees as set out in an applicable Order Form, Statement of Work, or subscription plan. Fees are exclusive of VAT and other applicable taxes unless stated otherwise.

5.2 Where no Contracted Agreement specifies otherwise, invoices are payable within thirty (30) days of receipt. We may suspend access to paid features for undisputed overdue amounts following reasonable written notice.

## 6. Data protection and privacy

6.1 We process personal data in accordance with our Privacy Policy and, where applicable, a Data Processing Agreement entered into with Customer. Each party shall comply with applicable data-protection law relevant to its role in processing personal data through the Services.

6.2 Unless expressly agreed in a Contracted Agreement and Data Processing Agreement, you shall not submit directly identifying patient data to the Services.

## 7. Security

7.1 Envisionit maintains administrative, technical, and organisational safeguards designed to protect the confidentiality, integrity, and availability of Customer Data, proportionate to the risks presented by the Services.

7.2 Envisionit may reference recognised control frameworks, including SOC 2 Trust Services Criteria and ISO 27001, to structure and evidence its security programme. Reference to a framework does not itself constitute a representation that a current certification or audit report has been obtained, except where expressly stated in a Contracted Agreement.

7.3 If you discover a security vulnerability in the Services, please report it to us promptly using the contact details below rather than disclosing it publicly.

## 8. Third-party systems

The Services may interoperate with third-party systems, including PACS, RIS, EHR, VNA, orchestration platforms, and AI medical devices. Envisionit is not responsible for failures, errors, outages, or data-quality issues caused by third-party systems outside its control.

## 9. Disclaimers

9.1 Except as expressly stated in these Terms or a Contracted Agreement, and to the maximum extent permitted by applicable law, the Services are provided "as is" and "as available" without warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

9.2 We do not warrant that any third-party AI system evaluated using RATIFY will achieve a particular clinical, financial, or regulatory outcome, or that monitoring will detect every error, bias, drift event, or safety issue.

## 10. Limitation of liability

10.1 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

10.2 Subject to clause 10.1, Envisionit shall not be liable for indirect, incidental, special, punitive, or consequential loss, or for loss of profits, revenue, goodwill, or anticipated savings, arising out of or in connection with your use of the Services.

10.3 Subject to clauses 10.1 and 10.2, Envisionit's aggregate liability arising out of or in connection with these Terms shall not exceed the greater of (a) the fees paid by you to Envisionit in the twelve (12) months preceding the claim, or (b) where no fees have been paid, one hundred pounds sterling (£100).

## 11. Termination

11.1 We may suspend or terminate your access to the Services if you breach these Terms and do not remedy the breach within a reasonable period following written notice, or immediately for breaches incapable of remedy, unlawful use, or security threats.

11.2 You may stop using the Services and close your account at any time. Where a Contracted Agreement is in place, termination of that agreement is governed by its own terms.

11.3 Provisions that by their nature should survive termination will survive, including intellectual property, confidentiality, limitation of liability, and governing-law provisions.

## 12. Changes to these Terms

We may update these Terms from time to time to reflect changes in our Services, legal requirements, or business practices. We will post the updated Terms on our website with a revised "Last Updated" date. Material changes affecting Customers with an active Contracted Agreement will be communicated in accordance with that agreement. Continued use of the Services after changes take effect constitutes acceptance of the updated Terms.

## 13. Governing law and jurisdiction

These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms, unless an applicable Contracted Agreement expressly provides another agreed dispute mechanism.

## 14. Contact us

If you have questions about these Terms, please contact us at: [info@envisionit.ai](mailto:info@envisionit.ai)

### Envisionit Deep AI Ltd

Coveham House, Downside Bridge Road, Cobham, England, KT11 3EP

Email: [Jaishree@envisionit.ai](mailto:Jaishree@envisionit.ai)