

CliniShot

Terms of Service

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Applicable law Brazilian law; data protection: LGPD (Federal Law No. 13,709/2018)

Languages available English

1. Introduction

These Terms of Service (the "Terms") form a legal agreement between you and CliniShot, the brand under which the Service is operated by Levius Consultoria Empresarial Ltda., a company registered in Brazil under CNPJ 22.665.714/0001-51, with registered office at Rua Barão de Saquarema, 379, Sala 03 Parte, Centro, Saquarema, RJ, CEP 28990-772, Brazil ("CliniShot", "we", "us", or "our").

The Terms govern your access to and use of the CliniShot mobile application (iOS and Android), web application, and related services (collectively, the "Service"). By creating an account or otherwise using the Service, you confirm that you have read, understood, and agree to these Terms and to the CliniShot Privacy Policy (the "Privacy Policy"), which is incorporated by reference. If you do not agree with any part of these Terms or the Privacy Policy, you must not use the Service.

If you are using the Service on behalf of a healthcare institution, clinic or other organization, you represent that you have authority to bind that organization to these Terms, and "you" includes that organization. These Terms are written to be clear and accessible while remaining legally binding under Brazilian law.

2. Definitions

The following capitalized terms have the meanings set out below. Additional defined terms appear in the Glossary at the end of these Terms.

- **"ANPD"** — the Brazilian National Data Protection Authority (Autoridade Nacional de Proteção de Dados).
- **"ANVISA"** — the Brazilian Health Regulatory Agency (Agência Nacional de Vigilância Sanitária).
- **"Controller" / "Operator"** — the controller (controlador) and operator (operador) as defined in LGPD Art. 5(VI) and (VII), respectively.
- **"Healthcare Professional"** — a licensed practitioner or institution that creates an account on the Service to manage clinical photographs and records of their patients.
- **"Account Administrator"** — an individual authorized by a clinic to manage user access, billing, and configurations on the Service.
- **"Patient"** — an individual whose clinical content is uploaded to the Service by a Healthcare Professional, and who, in certain features, is granted access to the Service by that professional.
- **"User Content"** — any content, data, images, notes, or other materials that a User uploads to, generates within, or transmits through the Service.

- **"AI Feature"** — any feature of the Service whose primary function is the generation of an output (text, classification, summary, image processing, etc.) by an artificial intelligence model, whether proprietary to CliniShot or operated by a third-party AI provider.
- **"LGPD"** — the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados, Federal Law No. 13,709/2018).

3. Scope and Categories of Users

The Service is designed for use by adults (18 years of age or older) acting in a professional or institutional capacity in the healthcare field. Account creation is restricted to adults. The Service is not directed to, and is not intended for, the general public, the unsupervised use by patients, or use as a self-diagnosis tool.

The Service distinguishes between three categories of Users:

- **Healthcare Professionals and clinics** — licensed practitioners and institutions that create accounts to manage clinical photographs and records of their patients.
- **Account Administrators** — individuals authorized by a clinic to manage user access, billing, and configurations.
- **Patients** — only in features where a Healthcare Professional shares content directly with their patient through the Service. Patients do not create independent accounts to use the Service for self-diagnosis or unsupervised clinical management.

Patients under 18 may have personal data — including clinical photographs — uploaded to the Service by their Healthcare Professional. The Healthcare Professional, as Controller of patient data, is responsible for obtaining the consent of the minor's parents or legal guardians under LGPD Art. 14 and for ensuring that processing serves the minor's best interest. CliniShot does not allow account creation by minors; if we become aware of the creation of an account by a minor, we will deactivate the account and delete the associated personal data.

4. Description of the Service

CliniShot is a clinical documentation and decision-support platform that allows Healthcare Professionals to capture, organize, store, share, and export clinical photographs and related records of their patients, and to use AI Features to assist their clinical workflow. The Service may include data storage, image management, sharing tools between professionals and with patients, exports, and AI-assisted analyses or summaries.

CliniShot is **not a healthcare provider** and does not deliver medical care. The Service is **not a medical device certified by ANVISA**, does not provide a medical diagnosis, and is not intended to autonomously diagnose, prevent, monitor, treat, or alleviate disease, or to replace professional judgment. AI-assisted outputs are decision-support information that the Healthcare Professional must independently review and validate before relying on them in clinical practice. Further detail is provided in Section 13 (Medical Disclaimer).

5. Account Registration and Security

To use the Service, you must create an account. When you register and operate your account:

- **Accurate Information** — you agree to provide true, accurate, and complete information about yourself or your organization, including, where applicable, your professional registration number (CRM, CRO, COREN, CRP or equivalent), and to keep that information up to date.
- **Account Credentials** — you are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must not

share your username, password, or multi-factor authentication tokens with others. If you suspect unauthorized use of your account or a security breach, notify us immediately at support@clinishot.com.

- **Authorized Use** — if you create an account on behalf of a clinic or institution, you must have authority to do so and ensure that only authorized personnel access the Service and comply with these Terms.
- **One Account per User** — unless otherwise permitted, you should maintain only one account per individual or entity. We reserve the right to suspend or terminate duplicate accounts or accounts with false information.

6. Permitted Use

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Service in accordance with its intended purpose in the healthcare context. Examples of permitted use include:

- Healthcare Professionals using the Service to capture, organize, store and share clinical photographs and related records of their patients.
- Account Administrators using the Service to manage user access, billing and configurations within their institution.
- Patients using the Service exclusively to access content shared with them by their Healthcare Professional, in features that the professional has chosen to enable.

You agree to use the Service only for lawful purposes and in accordance with its intended use as a tool for clinical documentation and professional decision support.

7. Prohibited Activities

To keep the Service safe, reliable, and lawful, you agree not to engage in any of the following activities:

- **Violating Laws or Regulations** — using the Service for any purpose that is illegal or prohibited by applicable law, including laws relating to privacy, data protection, professional councils, and medical ethics.
- **Unauthorized Access and Security Interference** — attempting to interfere with or circumvent the security features of the Service, testing or probing the vulnerability of our systems, or attempting to access other Users' accounts or data without authorization.
- **Harmful Input** — uploading or transmitting any content that contains viruses, malware, or any other code designed to interrupt, destroy, or limit the functionality of the Service.
- **Infringing or Unlawful Content** — using the Service to store or transmit content that infringes the intellectual property, privacy or other rights of others; in particular, uploading patient data without a valid legal basis under LGPD.
- **Abusive Behavior** — using the Service to harass, threaten, or harm any person, or to send spam, offensive or misleading communications.
- **Misuse of AI Outputs** — relying solely on AI-generated outputs for clinical decisions without human verification, or representing AI outputs as definitive medical advice.
- **Reverse Engineering** — reverse engineering, decompiling, or disassembling the Service, or attempting to derive the source code or underlying algorithms, except to the extent expressly permitted by law that cannot be waived by contract.
- **Resale or Unauthorized Distribution** — reproducing, copying, selling, reselling, or providing the Service under your own brand, except as expressly authorized by us in writing.

- **Unlawful Sharing of Patient Data** — sharing patient data without a valid legal basis, disclosing or selling patient data to third parties, sharing data with persons outside the medical professional context, or exporting and storing data outside the Service's secure environment without adequate security measures.

If you engage in any of these activities, we may suspend or terminate your account (see Section 17, Termination), remove or disable access to the relevant content, and, where appropriate, report the incident to competent authorities.

8. AI Features

8.1 Proprietary AI models

Some AI Features run on models developed and hosted by CliniShot itself, within the same infrastructure described in Section 8 of the Privacy Policy. In that case, no personal data is sent to third-party AI providers.

8.2 Third-party AI providers — granular opt-in

Certain optional AI Features may rely on third-party AI providers, such as those listed in Section 8 of the Privacy Policy. By signing in to the Service and accepting these Terms and the Privacy Policy, you expressly consent to the use of third-party AI providers for AI Features. However, no data is transmitted to a third-party AI provider merely by signing in. Data is transmitted only when you choose to invoke a specific AI Feature, and only to the extent strictly necessary to provide that feature. By choosing to use an AI Feature that involves a third-party provider, you confirm your opt-in to the transmission and processing of the data necessary to provide that specific feature, in line with Section 9 of the Privacy Policy.

8.3 AI assistance is not a clinical decision

Outputs from AI Features are **decision-support information, not clinical diagnoses**. The Healthcare Professional remains the sole decision-maker and is solely responsible for any clinical decision made with or without the assistance of an AI Feature. See Section 13 (Medical Disclaimer).

8.4 Use of de-identified data for AI training

CliniShot may use anonymized or de-identified clinical data to train, evaluate and improve proprietary AI models only where the data has undergone a documented anonymization or de-identification process and where the residual risk of re-identification is assessed as low. For anonymized or de-identified datasets, you may opt out at any time by writing to support@clinishot.com. Where the data remains identifiable or reasonably re-identifiable, CliniShot will only use it for AI training with specific, prior, free and informed consent (opt-in).

8.5 Human review of AI outputs

CliniShot does not take decisions that produce legal effects on data subjects based solely on automated processing. You may, at any time, request a human review of any output of an AI Feature that affects you, by contacting support@clinishot.com.

9. User Content and Data Ownership

9.1 Ownership

You retain all rights to your User Content. **These Terms do not grant CliniShot ownership of your User Content.** You grant us only the limited license described below, solely for the

purpose of operating the Service, providing it to you and to those you authorize, and complying with our legal obligations.

9.2 Limited license to CliniShot

By uploading User Content to the Service, you grant CliniShot a limited, worldwide, revocable, non-exclusive, royalty-free license to host, store, process, transmit and display your User Content as needed to: (a) deliver the Service to you; (b) deliver content to recipients you authorize through the Service's sharing features; (c) operate AI Features that you actively invoke; and (d) comply with legal or regulatory obligations. We do not claim ownership over any personal data or clinical content.

9.3 Responsibility for User Content

You are solely responsible for the accuracy, quality and lawfulness of the User Content you upload, generate, or share through the Service. By uploading or sharing User Content, you represent and warrant that:

- You own or have the necessary rights, permissions or consents to use, store and share that content.
- You will not upload personal data or sensitive health information of third parties unless you have a valid legal basis under LGPD.
- If you are a Healthcare Professional uploading patient data, you have obtained from the patient (or, where applicable, from the patient's parents or legal guardians) the consent or other legal basis required by LGPD Art. 7 and Art. 11, and you have informed the patient of the use of CliniShot in the manner required by Section 17 of the Privacy Policy.
- You acknowledge that, once content is shared with another User or external recipient, CliniShot cannot retrieve, delete or control the further dissemination of that content by the recipient.

9.4 Use of anonymized data

We may anonymize or de-identify User Content and use the resulting datasets for research, analytics, training and improvement of proprietary AI models, in accordance with Section 8.4 of these Terms and Section 9.4 of the Privacy Policy. Anonymized data is no longer considered personal data under LGPD. We will not publicly disclose any information that could be used to identify you or any data subject without specific, prior consent.

9.5 Backups

We perform regular encrypted backups of data, with documented retention and tested restore procedures, to support business continuity and disaster recovery. We cannot guarantee that no data will ever be lost or corrupted, and we encourage you to maintain your own backups of important data.

9.6 Feedback

If you provide any feedback, suggestions or ideas about the Service ("Feedback"), you agree that we may use and incorporate that Feedback in our products and services without any obligation or compensation to you.

10. Sharing Through the Service

The Service offers controlled features to share clinical content with other Healthcare Professionals registered on the Service or with the patient. When using these features, you:

- Must ensure that the recipient is authorized to receive the information.
- Are responsible for informing the recipient about the nature of the shared data and any privacy implications, where applicable.
- Must use the Service's built-in security features (such as access controls and audit logs) when available.
- Must not share patient data in a way that violates LGPD, professional council rules, confidentiality duties or medical ethics.

CliniShot does not pre-screen content shared between Users. We may, however, take action when we become aware of sharing practices that violate these Terms or applicable law, including suspension of the sharing feature, suspension or termination of the offending account, and reporting to authorities when legally required.

11. Privacy and Data Protection

11.1 Applicable framework

CliniShot is operated by a Brazilian company and processes personal data under Brazilian law, principally LGPD. We acknowledge the existence of the EU GDPR and the U.S. HIPAA, and we have designed our practices to be broadly aligned with their principles where feasible. We do not, however, claim formal compliance with GDPR or HIPAA in these Terms or in the Privacy Policy, and we do not provide HIPAA Business Associate Agreements. International users should review LGPD and consult their local rules; if you are a U.S. or EU healthcare entity choosing to use the Service, you are solely responsible for ensuring that such use aligns with your own compliance obligations.

11.2 Roles under LGPD

CliniShot acts as Controller of personal data of Healthcare Professionals, Account Administrators and other direct Users. With respect to clinical data and images of patients uploaded by Healthcare Professionals, CliniShot acts as Operator on behalf of the Healthcare Professional or clinic, who remains the Controller of patient data. When patients themselves are granted access to the Service, CliniShot acts as Controller of the limited personal data of that patient relationship and as Operator of the underlying clinical content. Further detail is provided in Section 2 of the Privacy Policy.

11.3 Healthcare Professional obligations

When you upload patient data to the Service as a Healthcare Professional, you act as Controller of that data and are responsible for: (a) obtaining and documenting an appropriate legal basis under LGPD (typically the patient's free, informed, specific and documented consent for sensitive data, under Art. 11); (b) informing the patient about the use of CliniShot, the categories of data uploaded, the purposes, the retention periods, and the patient's rights; (c) ensuring that any sharing of patient data through the Service complies with applicable confidentiality, professional council and privacy rules; and (d) responding to patient requests for access, correction, deletion or portability of their data. CliniShot does not collect or verify patient consent on behalf of Healthcare Professionals. Failure to comply with these obligations may result in suspension or termination of the account, and you assume the corresponding legal liability.

11.4 Data subject rights

Data subjects' rights under LGPD Art. 18 are described in Section 13 of the Privacy Policy. Where CliniShot acts as Operator for patient clinical data, requests from patients may be redirected to the Healthcare Professional or clinic acting as Controller, while CliniShot will provide reasonable assistance to such Controller.

11.5 Security

We apply technical and organizational measures consistent with LGPD Art. 46–49, including encryption in transit (TLS 1.2 or higher), encryption at rest (AES-256 or equivalent), role-based access control, multi-factor authentication for administrative access, audit logs, network controls, vulnerability management and operational practices as described in Section 11 of the Privacy Policy. No system is completely immune to security incidents.

11.6 Incident notification

In the event of a personal data security incident that may pose relevant risk or harm to data subjects, we will notify the ANPD and the affected data subjects within a reasonable time, and in any event no later than 3 business days from the moment we become aware of the incident, in line with current ANPD guidance and LGPD Art. 48.

11.7 Retention

We retain personal data only as long as necessary to fulfill the purposes for which it was collected, or longer when required by law. The applicable retention periods are set out in Section 12 of the Privacy Policy and include, among others: account data of Healthcare Professionals while the account is active and deletion within 30 days after deletion request; clinical content removed from active systems within 30 days after deletion request, with backups rotated and overwritten within 90 days; audit logs retained for 12 months; billing and tax records retained for the period required by Brazilian tax legislation; and support tickets retained for 24 months after closure.

11.8 No tracking, no ads, no sale of personal data

CliniShot does not track Users across apps and websites owned by other companies. We do not use the IDFA (Apple) or the Android Advertising ID (GAID) for tracking, profiling or advertising. We do not share device or User identifiers with data brokers or advertising networks. We do not display third-party advertising in the Service, do not use personal data for behavioral advertising, and do not sell personal data.

12. Sub-processors and International Transfers

We use sub-processors and service providers to operate the Service, including cloud infrastructure (Amazon Web Services, primarily in region sa-east-1), database and authentication (Supabase / managed PostgreSQL), object storage (AWS S3 / Supabase Storage), transactional email (SendGrid, Resend), payment processing (Stripe, RevenueCat), error and crash reporting (Sentry), AI providers (such as Anthropic, OpenAI, Google Cloud, Pixian) only when AI Features are used, and push notifications (Firebase Cloud Messaging, OneSignal). The current and authoritative list of sub-processors, with their purposes, hosting regions and data categories shared, is set out in Section 8 of the Privacy Policy.

Data is primarily stored in Brazil (region sa-east-1 of Amazon AWS). Some sub-processors may store backups or replicate data to other regions. Whenever personal data is transferred outside Brazil, we rely on one of the legal mechanisms permitted by LGPD Art. 33, namely an adequacy decision by the ANPD, standard contractual clauses approved by the ANPD, or specific consent of the data subject for the transfer where required.

Before any sub-processor is added or removed, the list in Section 8 of the Privacy Policy will be updated and, where the change is material, we will notify Users in advance.

13. Medical Disclaimer and Clinical Responsibility

13.1 Not a medical device, not a diagnosis

The Service is a tool for clinical documentation and decision support. It is not a medical device certified by ANVISA, and it does not provide a medical diagnosis. The Service is not intended to autonomously diagnose, prevent, monitor, treat, or alleviate disease, nor to replace professional judgment.

13.2 Clinical responsibility rests with the professional

The Healthcare Professional is solely responsible for clinical decisions made with or without the assistance of the Service, including diagnoses, treatment plans and communications with the patient. AI-assisted suggestions, image analyses or summaries provided by the Service are informational outputs that the Healthcare Professional must independently review and validate before relying on them in clinical practice.

13.3 Not for emergencies

The Service is not intended for use in emergency situations and does not provide real-time monitoring for critical conditions or emergency alerts. If you or someone else is experiencing a medical emergency in Brazil, call 192 (SAMU) or 193 (Bombeiros), or seek immediate medical attention. The Service is not a substitute for emergency medical services.

13.4 No reliance for self-diagnosis

Where Patients access content shared with them through the Service, they should not rely on the Service for self-diagnosis or self-treatment, and should always consult their Healthcare Professional regarding any clinical question or decision.

14. Fees and Payments

Free and paid services. The Service may be offered with free features and paid features under a subscription or usage-based model. We will clearly indicate which features require payment. All fees are stated in the currency specified at the point of purchase and, unless otherwise indicated, are denominated in Brazilian Real (BRL). Fees are exclusive of any applicable taxes, which are your responsibility unless we are required by law to collect them.

Payment processing. Payments for subscriptions or services are due at sign-up or on a recurring basis as set out in your selected plan. Card data is processed directly by our payment processor (such as Stripe or RevenueCat) and is not stored by CliniShot. If your payment fails or your account becomes past due, we may suspend or terminate your access to the paid services until payment is received.

Changes in fees. We may change our fees from time to time. We will provide advance notice of any material change in fees, by email or via the Service. Fee changes will not apply retroactively; they will apply from the start of your next billing cycle or new purchase. If you do not agree with a fee change, you may cancel your subscription before the new fees take effect. Continued use of the paid Service after the price change constitutes acceptance of the new pricing.

Refunds. If you cancel a subscription, you may retain access until the end of the paid term. We generally do not offer refunds for unused portions of a subscription period, except where required by law or by a specific plan's terms. Mandatory consumer protection rights under Brazilian law remain unaffected.

Promotions and trials. Promotional trials or discounts may be subject to additional terms. After a trial ends, if you have not canceled and have provided payment information, you may be charged at the standard rate.

15. Service Availability and Updates

We strive to keep the Service available and running smoothly, but we cannot guarantee uninterrupted service. There may be occasions when the Service is interrupted, including for scheduled maintenance, upgrades, emergency repairs, or due to events beyond our control. We will try to give advance notice of significant downtime, while prioritizing the security and integrity of the Service.

Updates. We may, from time to time, develop patches, bug fixes, updates, upgrades, new features or versions for the Service ("Updates"). Updates may be installed automatically. We reserve the right to add, modify or discontinue features. Your continued use of the Service after an Update constitutes acceptance of any changes. If you do not agree to an Update, you may need to stop using the Service.

Beta features. Features labeled "beta" or "preview" are provided on an as-is basis for testing and feedback, without warranties, and may be changed or removed at any time. Beta features should not be relied upon for critical needs.

16. Third-Party Services and Links

The Service may integrate with or provide links to third-party services. Third-party services are outside of our control and have their own terms and privacy policies. A link to or integration with a third-party service does not mean we endorse it. If you choose to use or click links to third-party services, you do so at your own risk; data you provide to those third parties is governed by their terms. CliniShot is not responsible for the content, functions, accuracy, legality or any other aspect of third-party services. This Section 16 does not apply to the sub-processors listed in Section 12 and Section 8 of the Privacy Policy, who process personal data on our behalf under contractual safeguards.

17. Termination

By the User. You may stop using the Service at any time. To terminate your account, follow the instructions in the Service or contact us at support@clinishot.com. Termination of your account will stop your access to the Service, and we will handle your data as described in Section 12 of the Privacy Policy. Termination of a paid plan does not automatically entitle you to a refund (see Section 14, Fees and Payments).

By CliniShot. We may suspend or terminate your access to the Service (or to certain features) where you violate these Terms, where your use poses a security or legal risk, or where required by law or by competent authority. We will endeavor to provide notice of the termination or suspension and the reason, unless we are legally prohibited from doing so or the suspension is necessary to prevent ongoing harm. In serious cases (such as willful misuse, breach of privacy obligations or illegal activity), termination may be immediate.

Effect of termination. Upon termination, your right to use the Service ceases immediately. You should retrieve any important data you need before terminating. We are not obligated to maintain or provide your data after termination, except as required by law or as described in Section 12 of the Privacy Policy. Provisions which by their nature should survive termination — including those on intellectual property, disclaimers of warranty, limitation of liability, indemnification, governing law and the data subject rights flowing from LGPD — will survive.

18. Intellectual Property

Apart from your User Content, all content and materials available on or through the Service are the intellectual property of CliniShot or its licensors, including the software, algorithms, design, text, graphics, logos, trademarks, service marks and databases used in the Service (the "CliniShot IP"). CliniShot retains all rights, title and interest in and to the CliniShot IP. These Terms grant you only the limited right to use the Service as set out in Section 6.

You may not copy, modify, distribute, sell or lease any part of the CliniShot IP, nor incorporate any part of the Service's software or algorithms into your own programs, except to the extent open-source components are used within the Service, in which case those components are subject to their own licenses. "CliniShot" and our logos are trademarks of Levis Consultoria Empresarial Ltda. You may not use our name or branding without our prior written consent, except as necessary to refer to the Service.

19. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the Service is provided on an **"as is"** and **"as available"** basis, and CliniShot disclaims all warranties, express or implied, regarding the Service. In particular:

- We do not guarantee that the Service will meet all of your requirements or expectations, or that it will achieve any specific clinical or business outcome.
- We do not warrant that the Service will be uninterrupted, timely, secure, or error-free.
- We do not warrant the accuracy, reliability, completeness or timeliness of the information obtained through the Service, including AI-generated outputs.
- Any data downloaded through the Service is obtained at your own discretion and risk.
- We disclaim implied warranties such as merchantability, fitness for a particular purpose and non-infringement, to the extent permitted by law.

In jurisdictions that do not allow the exclusion of certain warranties, our warranties are limited to the minimum extent permitted by law. Mandatory rights of consumers under Brazilian law (in particular under the Consumer Defense Code, Law No. 8,078/1990) remain unaffected.

20. Limitation of Liability

To the extent permitted by applicable law, in no event will CliniShot or its affiliates, officers, employees, agents, partners or licensors be liable for any indirect, incidental, special, consequential or punitive damages (including lost profits, lost savings, lost data, or the cost of procuring substitute services) arising out of or in connection with your use of or inability to use the Service, even if we have been advised of the possibility of such damages.

Cap on liability. To the extent permitted by applicable law, the total cumulative liability of CliniShot and its affiliates, for any claims arising out of or related to these Terms or the Service, will not exceed the amount (if any) that you paid to us for the use of the Service in the 12 months immediately preceding the event giving rise to the liability. Where you have not paid any amount, our liability will be limited to the minimum amount required by law.

Exceptions. Nothing in these Terms is intended to exclude or limit liability that cannot be excluded under law, including liability for death or personal injury caused by gross negligence or willful misconduct, fraud, or any liability that cannot be limited under the Brazilian Consumer Defense Code or other mandatory law.

21. Indemnification

You agree to indemnify, defend and hold harmless CliniShot and its officers, directors, employees, agents and affiliates from and against any claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees and court costs) that arise from or relate to: (a) your misuse of the Service or violation of these Terms; (b) any User Content you upload that infringes another person's rights or violates any law, including patient data uploaded without a valid legal basis; (c) your violation of any third-party right, including any intellectual property, confidentiality, privacy or data protection right; and (d) your breach of any representation or warranty in these Terms.

We reserve the right to handle our legal defense as we see fit, including choosing our counsel, in any indemnified matter, and you agree to cooperate with us. You will not settle any claim that involves a financial obligation on CliniShot or admission of wrongdoing by CliniShot without our prior written consent. This indemnification obligation survives termination.

22. Modifications to the Terms

We may revise these Terms from time to time. The "Last updated" date at the top of the document reflects the most recent version. When changes are material — for example, addition of new categories of fees, changes to user obligations regarding patient data, or changes to provisions on AI Features — we will notify Users in advance through an email to the address registered in the User's account or by posting a prominent notice within the Service. Continued use of the Service after the updated Terms become effective constitutes acceptance of the revised Terms. Previous versions of these Terms are available upon request to support@clinishot.com.

23. Governing Law and Jurisdiction

These Terms and any dispute or claim arising from or in connection with them are governed exclusively by the laws of Brazil, with LGPD as the only applicable data protection law. Any dispute will be submitted to the courts of Rio de Janeiro, RJ, Brazil, unless you are entitled to a different forum by mandatory law (in particular, where you qualify as a consumer under the Brazilian Consumer Defense Code, the forum of your domicile may apply).

Language. These Terms are provided in English. If we provide a translation in another language, the English version will control in case of any conflict, except where prohibited by mandatory law.

24. Acknowledgment of International Frameworks

CliniShot is a Brazilian company governed by LGPD. We acknowledge the existence of the EU GDPR and the U.S. HIPAA, and we have designed our practices to be broadly aligned with their principles where feasible. We do not, however, claim formal compliance with GDPR or HIPAA in these Terms or in the Privacy Policy, and we do not provide HIPAA Business Associate Agreements (BAAs). International users should review LGPD and consult their local rules; we are happy to answer specific questions at support@clinishot.com.

25. Miscellaneous

Entire agreement. These Terms, together with the Privacy Policy and any other policies referenced within the Service, constitute the entire agreement between you and CliniShot regarding your use of the Service, and supersede any prior agreements between the parties on the same subject.

Severability. If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

No waiver. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. Any waiver must be in writing and signed by an authorized representative of CliniShot.

Assignment. You may not assign or transfer these Terms (or any of your rights or obligations under them) without our prior written consent. We may assign these Terms to a subsidiary, affiliate, or as part of a merger, reorganization or sale of our assets that involves the Service, with the same level of protection guaranteed in these Terms.

Relationship of parties. These Terms do not create any joint venture, partnership, employment or agency relationship between you and CliniShot.

Force majeure. CliniShot will not be liable for any failure or delay in performance of its obligations (except payment obligations) caused by circumstances beyond our reasonable control, including acts of God, pandemic, war, civil commotion, labor disputes, internet or utility failures, power outages, or government actions.

Notices. We may provide notices, including those regarding changes to these Terms, by email, regular mail, or postings on our website or within the Service. Notice to you will be deemed given when emailed to the address registered in your account or when posted on our website. You may give us notice by email at support@clinishot.com or by written mail to our registered office.

26. Contact

If you have any questions, concerns or comments about these Terms or about the Service, please contact us:

- **Operator:** Levius Consultoria Empresarial Ltda. (CNPJ 22.665.714/0001-51)
- **Data Protection Officer:** Gustavo Alexandre Monteiro da Silva
- **General privacy and security inquiries:** support@clinishot.com
- **Postal address:** Rua Barão de Saquarema, 379, Sala 03 Parte, Centro, Saquarema, RJ, CEP 28990-772, Brazil
- **ANPD (Brazilian Data Protection Authority):** www.gov.br/anpd

Glossary

The following terms are used in these Terms and in the Privacy Policy. The Glossary is provided for convenience and does not modify the operative provisions of these Terms.

CliniShot (the Service). The clinical documentation and decision-support platform operated by Levius Consultoria Empresarial Ltda., which uses artificial intelligence to assist Healthcare Professionals in clinical workflow and patient care support.

LGPD (Lei Geral de Proteção de Dados). Brazilian Federal Law No. 13,709/2018, which sets rules for the processing of personal data and grants rights to data subjects. LGPD is the sole data protection framework under which the Service operates.

ANPD (Autoridade Nacional de Proteção de Dados). The Brazilian National Data Protection Authority, the regulator responsible for supervising LGPD compliance.

ANVISA (Agência Nacional de Vigilância Sanitária). The Brazilian Health Regulatory Agency, responsible, among other things, for the regulation of medical devices in Brazil. The Service is not a medical device certified by ANVISA.

Personal data. Any information relating to an identified or identifiable natural person, as defined in LGPD Art. 5(I). In the Service, this includes account details and any patient data input into the system.

Sensitive personal data. Personal data on racial or ethnic origin, religious or philosophical beliefs, political opinions, trade-union or religious organization membership, health or sexual life, genetic or biometric data, when linked to a natural person, as defined in LGPD Art. 5(II). Health data processed through the Service is sensitive personal data.

Controller (controlador). The natural or legal person to whom decisions on the processing of personal data are attributed, as defined in LGPD Art. 5(VI).

Operator (operador). The natural or legal person who carries out the processing of personal data on behalf of the Controller, as defined in LGPD Art. 5(VII).

Anonymization. The process of removing or irreversibly altering personal data so that an individual cannot be re-identified, even when combining the data with other data. Anonymized data is no longer considered personal data under LGPD.

De-identification / Pseudonymization. Techniques that reduce, but do not eliminate, the link between personal data and an identified individual. Pseudonymized data remains personal data under LGPD.

Encryption. A security measure that encodes data so that it can only be read by someone with the decryption key. The Service uses encryption in transit (TLS 1.2 or higher) and at rest (AES-256 or equivalent).

AI (Artificial Intelligence). Computer systems or programs that perform tasks typically requiring human intelligence, including learning from data, classification, summarization and pattern recognition.

Machine Learning / Deep Learning. Subsets of AI focused on algorithms that improve through training on data, including, in deep learning, neural networks with multiple layers used for tasks such as image analysis.

Personal data breach. A security incident leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data, as referenced in LGPD Art. 48.

Thank you for using CliniShot. We are committed to providing a valuable, secure and lawful Service to Healthcare Professionals and to handling the personal data entrusted to us with transparency, care and the highest level of protection we can apply.