

WEBSITE TERMS OF USE AGREEMENT

Effective Date: September 30, 2026

These Website Terms of Use Agreement ("Terms") govern your access to and use of xIntehr.com and the information, materials, forms, booking functions, documents, and other content made available through the website. By accessing or using this website, you agree to these Terms.

1. About XLNT EHR

XLNT EHR, Inc. is developing healthcare information technology designed specifically for Critical Access Hospitals and related healthcare environments. Information presented on this website describes XLNT EHR's current product strategy, development objectives, intended capabilities, and business direction. Certain products, functions, integrations, certifications, pricing models, or capabilities described on the website may still be under development and may change before commercial release.

2. Development-Stage Product

Unless expressly stated otherwise, references to planned functionality represent development objectives rather than guarantees that a particular function is currently commercially available.

References to technologies, standards, regulatory frameworks, certifications, or infrastructure - including FHIR, HIPAA, ONC certification requirements, artificial intelligence, cloud infrastructure, or AWS GovCloud - describe applicable design principles, architectural objectives, development plans, or intended deployment models unless explicitly identified as currently implemented, certified, or operational.

Nothing on this website should be interpreted as a representation that XLNT EHR currently holds a certification, regulatory approval, endorsement, or other status unless XLNT EHR expressly states that such status has been obtained.

3. No Medical Advice

This website provides general information about healthcare information technology. Nothing on this website constitutes medical advice, diagnosis, treatment recommendations, clinical decision support for an individual patient, or a substitute for the professional judgment of licensed healthcare professionals. Healthcare professionals and healthcare organizations remain responsible for all clinical decisions.

4. No Legal, Regulatory, Coding, or Reimbursement Advice

Information regarding healthcare regulations, reimbursement, coding, compliance, interoperability, certification, or other regulatory subjects is provided for general informational purposes only. It does not constitute legal, accounting, coding, reimbursement, regulatory, or compliance advice. Organizations should obtain appropriate professional advice concerning their specific circumstances.

5. Protected Health Information

Do not submit protected health information (PHI), patient-identifiable information, medical records, clinical data, or other sensitive patient information through this public website, public contact forms, booking forms, or general email.

Use of this website does not create a HIPAA business associate relationship. Any handling of PHI associated with future XLNT EHR customer implementations will be governed by separate contractual, security, privacy, and Business Associate Agreement requirements where applicable.

6. Permitted Use

You may use this website for legitimate informational and business purposes, including learning about XLNT EHR, contacting the company, scheduling an Executive Briefing, evaluating potential business relationships, or reviewing publicly available materials.

You may not use the website to:

- Interfere with the website's operation, availability, or security.
- Attempt unauthorized access to systems, accounts, networks, or data.
- Introduce malware, malicious code, automated attacks, or other harmful technology.
- Scrape, harvest, or collect information in violation of applicable law or these Terms.
- Impersonate another person or organization or submit materially false information.
- Submit unlawful, deceptive, abusive, infringing, or harmful material.
- Use XLNT EHR intellectual property in a manner not authorized by these Terms.

7. Intellectual Property

The XLNT EHR name, branding, website design, graphics, documents, product concepts, software concepts, specifications, text, images, and other materials made available through this website may be protected by copyright, trademark, trade secret, and other intellectual-property laws.

Unless expressly authorized, website materials may not be reproduced, modified, distributed, sold, republished, or used commercially except for reasonable internal evaluation of a potential relationship with XLNT EHR. Nothing on the website grants any license or ownership interest in XLNT EHR intellectual property.

8. Executive Briefings and Other Meetings

The website may permit visitors to request or schedule meetings with XLNT EHR. Availability displayed through the booking system is subject to change, and XLNT EHR may reschedule or cancel meetings when reasonably necessary.

Information exchanged during an introductory meeting does not by itself create a contractual, consulting, fiduciary, partnership, customer, design-partner, or other legal relationship between the parties.

9. Third-Party Services and Links

The website may use or link to third-party services, including website hosting, booking systems, video-conferencing platforms, document hosting, analytics, and external websites. XLNT EHR does not control third-party websites or services and is not responsible for their availability, content, security, accuracy, or privacy practices.

10. No Warranty

The website and its content are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, XLNT EHR disclaims warranties, express or implied, concerning the website, including warranties of accuracy, completeness, availability, merchantability, fitness for a particular purpose, non-infringement, or uninterrupted operation. XLNT EHR may modify, remove, or update website content at any time.

11. Limitation of Liability

To the maximum extent permitted by applicable law, XLNT EHR and its directors, officers, employees, contractors, affiliates, and agents will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to use of, inability to use, or reliance upon this website. Nothing in these Terms excludes liability that cannot legally be excluded.

12. No Contract for Products or Services

Viewing this website, downloading materials, submitting a contact form, scheduling or participating in an introductory meeting, or otherwise communicating through the website does not constitute a purchase agreement, software license, implementation agreement, Business Associate Agreement, partnership agreement, design-partner agreement, pilot agreement, or other commercial contract. Any such relationship must be established through a separate written agreement executed by the appropriate parties.

13. Changes to These Terms

XLNT EHR may revise these Terms as its website, products, services, or legal requirements change. Updated Terms will be posted on the website with a revised effective date. Continued use of the website after an update constitutes acceptance of the updated Terms to the extent permitted by applicable law.

14. Governing Law

These Terms will be governed by applicable United States law and, except where otherwise required by law or agreed in writing, the laws of the State of Delaware, without regard to conflict-of-law principles.

15. Severability

If any provision of these Terms is determined to be unlawful, invalid, or unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will remain in effect.

16. Contact

Questions regarding these Terms may be directed to:

XLNT EHR, Inc.

Email: info@xlnteahr.com

Website: xlnteahr.com