

Terms and Conditions

Last updated: August 2026

Welcome to the **AI - Care platform**, a Digital Healthcare **service provided by Hermes Healthcare Single Member P.C.** If you continue to browse and use our services, including our websites (<https://hermes.health>, <https://ai-care.health>), mobile applications (as defined below), buttons, browser plug-ins and APIs (together, the "Service"), you agree to comply with and be bound by the following Terms and Conditions of Use (the "Terms"). Which, together with Hermes Healthcare's Privacy Policy and Cookies as well as the Disclaimer, are governed by the Hermes Healthcare (**AI - Care Platform & Applications**) relationship with you, regarding the Service.

If you disagree with any part of these Terms and Conditions, please do not use the Service provided through the AI - Care platform.

Please note that we may revise these terms of use at any time by amending this page. Please check this page (You can find it in the menu of the website (<https://hermes.health>) or the settings of the mobile applications, AI-Care from time to time to take note of any changes we have made, as they are binding on you.

1. INFORMATION ABOUT US

Our service and/or platform, **AI-Care** provided by **Hermes Healthcare Single Member P.C** ("Hermes Healthcare", "us" or " we "). **Hermes Healthcare Single Member P.C.** with registered office at 137 Komnion Street, Thessaloniki, 55236, Greece, holds the quality policy (ISO 13485) to design, develop and technically support medical devices in the domain of Healthcare Informatics. The term "you" refers to the user of the Service. Hermes Healthcare is not a healthcare provider or health insurance provider, and the SERVICES provided through the AI - Care Platform and its Applications do not include medical treatment or health advice. These may be provided by partners/healthcare professionals, at their own risk, through the AI - Care Platform.

2. INFORMATION ABOUT THE SERVICE

2.1 The **AI - Care** platform hereinafter referred to as <<PLATFORM>> includes the **AI - Care web application** (Web application) for use by your doctor and his interdisciplinary team as well as by the patient/citizen himself and the smart application

mobile phone **AI - Care** (Mobile application), (hereinafter, <<MOBILE APPLICATION>>) for use by patients/citizens and their healthcare providers. For the sake of brevity, both applications, web application & mobile application, are hereinafter referred to as the <<APPLICATIONS>>.

The operation of the PLATFORM includes automated processes that empower patients with chronic diseases, as well as healthy citizens, to monitor and self-manage their health, to adhere to the



treatment plan assigned to them by their treating physicians, and to collaborate and communicate remotely with their medical team.

The medical/interdisciplinary team receives important information regarding the personalized experience of each patient/citizen, user of the PLATFORM, unlocking valuable information in order to appropriately and timely intervene in a consultative/therapeutic manner. This upgraded communication and collaboration between health professionals and patients/citizens results in the improvement of the quality of life of patients/citizens and the greater success of the therapeutic and preventive health plans they follow.

The registration of patients/citizens for the use of the **AI - Care mobile application** is done following a special invitation they receive in their email, which is sent via the PLATFORM by a partner, a user of the **AI - Care web application**. Our partners may include, for example, healthcare professionals, medical institutions, hospitals, general clinics, pain and rehabilitation clinics, and research institutions. After completing your registration on the PLATFORM, you can log in to the web application (web app) with your personal credentials, which are the email you were invited to and the password you chose to create during your initial registration. You can then download the **AI-Care smartphone** app from the Apple Store or Google Play and enter your email in the username field and the password you created during registration in the password field.

2.2 We grant you a license to use the PLATFORM based on these Terms of Use subject to any rules or policies applied by any mobile app store provider or operator from whose website you downloaded the MOBILE APPLICATION ("App Store Rules"). We always remain the owner of the Service.

2.3 We may revise these Terms at any time by updating this posting. You should check the APPLICATIONS from time to time to review the current use because they are binding on you at <https://hermes.health>, Hermes Healthcare company website and at <https://ai-care.health>

2.4 From time to time, updates to the APPS may be issued through your app store provider. Depending on the update, you may not be able to use the APPS until you download the latest version of the app and accept any new terms.

2.5 You warrant that you are at least 18 years of age. You also warrant that you are the owner of the device on which you have downloaded the APPLICATIONS or that you have received permission from the owners of that device to download the APPLICATIONS. You accept responsibility under these Terms for the use of the Service on any device, regardless of whether the device belongs to you or not.



2.6 You acknowledge and agree that Internet transmissions/transmissions are never completely private or secure. However, all sensitive data stored and transmitted through the APPLICATIONS is encrypted. You understand that any message or information you send using the PLATFORM may be read or intercepted by others, even if encrypted.

2.7 By using the PLATFORM, you consent to us collecting and using technical information about the devices used to access the APPLICATIONS and any related software, hardware and/or peripherals to improve our products and provide any Services to you.

2.8 The provision of the Service to you is dependent on ensuring that all information you provide and upload is correct, accurate, truthful and honest at all times.

2.9 Hermes Healthcare and its affiliates are not responsible for any damages resulting from your inability to continue your exams with your regular healthcare provider. You agree that the Service does not replace your regular healthcare provider. We are not doctors. We simply provide a technology to help healthcare stakeholders collaborate.

2.10 We strongly recommend that you seek appropriate advice before embarking on any self-management, self-care, diet, weight loss, wellness or healthy eating program. The information provided on the Service does not constitute medical advice or substitute for medical care. The Service provides a tool for tracking user data and transmitting it to your medical provider. In addition, medical providers may dynamically update your treatment plan through the APPLICATIONS.

2.11 Although we will endeavour to use reasonable skill and care in providing the Service, we make no other warranties or guarantees in relation to the Service.

3. ACCESS TO OUR SERVICE

3.1 Subject to your compliance with these Terms, we grant you a non-transferable, non-exclusive license to use the Service for your personal use only and subject to Hermes ' privacy policy. Healthcare and cookies and App Rules Store, all of which are incorporated into these Terms by reference.

3.2 As a patient/citizen/user of the PLATFORM and the MOBILE APPLICATION, you may authorize a Healthcare Provider that you select, validate their identity and invite to register on the PLATFORM, to use the APPLICATIONS on your behalf. You acknowledge that Hermes Healthcare is not responsible for any Caregiver you allow to use and access the APPLICATIONS on your behalf.



3.3 All images, text, icons and other content on the Service (“Content”), as well as the arrangement of the Content on the APPLICATIONS, are protected by copyright and other intellectual property rights. Except as provided in these Terms or otherwise in writing by us, no license is granted to you to use the Content. Nothing in these Terms grants you a license to use any of our trademarks or the trademarks of any of our partners or other third parties.

3.4 Unless you have entered into a separate written agreement with us, you will not copy, republish, frame, link, download, transmit, modify, adapt, rent, lend, sell, assign, distribute, license or sublicense the PLATFORM & APPLICATIONS, the Service or any of the Content. No copyright notice and/or other intellectual property or watermark on any Content will be removed or modified.

3.5 It is prohibited to decode the APPLICATIONS to their source code (decompilation) or in any way to use the PLATFORM software and the APPLICATIONS. It is not permitted to access, monitor or copy any content or information from the Service using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission.

3.6 If you breach any of the terms of these Terms, your license to use the Service will automatically terminate. In addition, we will have the right to block, restrict, disable, suspend or terminate your access to the entire PLATFORM or any part of the APPLICATIONS, the Service or its Content at any time in our sole discretion without liability to you.

3.7 Any rights not expressly granted in these Terms are reserved.

3.8 While we strive to ensure that the PLATFORM and APPLICATIONS are normally available 24 hours a day, 7 days a week, we shall have no liability if for any reason the PLATFORM and APPLICATIONS or the Service is unavailable at any time or for any period.

3.9 Access to the PLATFORM and the APPLICATIONS or the Service may be suspended temporarily and without notice in the event of system failure, maintenance or repair or for reasons beyond our control. We may suspend, withdraw, discontinue or change all or any part of the Service without notice. We will not be liable to you if for any reason our Service is unavailable at any time or for any period.

3.10 You are responsible for making all necessary arrangements to access our Service. You are also responsible for ensuring that all persons who access our Service through your Internet connection are aware of these Terms and other applicable terms and conditions and that they comply with them.

3.11 From time to time, the Service may also include links to other websites. These links are provided for your convenience, to provide further information. However, they do not mean that we endorse these websites. We are not responsible for the content of any linked websites.



4. YOUR ACCOUNT AND CODE

4.1 If you choose or are provided with a user identification code, password or any other information as part of our security procedures, you must treat this information as confidential. You must not disclose it to any third party.

4.2 We have the right to disable any user identification code or password, whether chosen by you or assigned by us, at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms.

4.3 If you know or suspect that someone other than you knows your user ID or password, you must notify us immediately at privacy@hermes.health

AI - Care APPLICATION INTERFACE DONE?

5.1 The Service is designed to help you improve your chronic disease status and implement health prevention. The relief of your condition and the follow-up of a specific treatment and/or health prevention plan may be achieved with the guidance of physicians, pharmacists, healthcare professionals, or other professionals, who may be our partners. Therefore, access to the Service may be made available to you through one of our partners.

5.2 When you register on the PLATFORM to use the **AI - Care Service**, you will create your own personal registration code. This registration code together with the email in which you accepted your invitation to register on the PLATFORM constitutes your credentials to log in to the AI - Care APPLICATIONS.

For example, the account of a user connected to the PLATFORM, a patient/citizen, can be accessed by any collaborator or healthcare professional registered on the PLATFORM, only after accepting the request for consent to access his/her personal health file, which is sent to the patient/citizen, via the web application (web app) of the PLATFORM. When a patient/citizen accepts the first invitation to register on the platform and completes the process, he/she automatically consents to the acceptance of access to his/her personal health file by the sender of the invitation. Therefore, patients/citizens, users of the PLATFORM, can choose their medical care team, the composition of which may consist of health professionals who have received the consent of the patient/citizen and may come from different partners/health professionals, users of the PLATFORM.

Your data which is stored and displayed in your personal electronic health record, in the web application (Web app) of the PLATFORM, will not be visible to other users, to whom you have not given consent or have revoked it. Your data will also be visible to the healthcare provider you have invited to the service. It will also be possible for your clinicians or healthcare professionals to add data to your individual health record (for example, a diary note or a new task) as well as to view any data you have entered in the APPLICATIONS.

5.3 If you have access to the **AI - Care Service through a** Hermes partner Healthcare and this partner terminates his contractual relationship with Hermes Healthcare, you may no longer have access to the Service through that Partner. Data uploaded while using the Service through the Partner may also no longer be accessible.

5.4 Your doctor or a member of his/her medical/interdisciplinary team may deactivate your account for any reason deemed necessary. In this case, your connection to the APPLICATIONS will not be possible and you will receive the relevant information when attempting to connect. Hermes Healthcare is not responsible for any reason for this decision of your healthcare provider.

6. WHAT YOU ARE NOT ALLOWED TO DO WITH THE SERVICE

6.1 You are prohibited from publishing or transmitting to or from the Service any material:

(a) which is threatening, defamatory, obscene, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, threatening, scandalous, inflammatory, blasphemous, in breach of trust, invasion of privacy or likely to cause annoyance or

(b) for which you have not obtained all necessary permits and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law or violate the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful elements, corrupted data or other malicious software or harmful data).

6.2 It is prohibited:

(a) use the Service through the PLATFORM AND APPLICATIONS or its Content in any illegal manner;

b) misuse of the Service through the PLATFORM AND APPLICATIONS (including, without limitation, through hacking or introduction of malicious code);

(c) resell or make commercial use of the Service, the PLATFORM AND APPLICATIONS or its Content.

(d) infringe our or any third party's intellectual property rights during your use of the Service, the PLATFORM AND APPLICATIONS or its Content;

(e) frame or use any framing techniques to enclose the Service, the PLATFORM AND APPLICATIONS or any other part thereof.



(f) take any action that, in our sole discretion, imposes an unreasonable or disproportionately large load on our servers or other infrastructure;

(g) use of the Service and the PLATFORM and APPLICATIONS in any manner that may cause or is likely to cause interruption, damage or impairment of access to or use of the Service through the PLATFORM and APPLICATIONS, in any way.

7. VIRUSES & BUGS

7.1 We do not guarantee that our Service will be secure or free from errors or viruses.

7.2 You are responsible for configuring your information technology, computer programs and platform to access our Service. You should use your own anti-virus software.

8. PRIVACY POLICY

You acknowledge and agree that Hermes Healthcare Limited is not a “Covered Entity” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and in addition the General Data Protection Regulation (GDPR), as defined by HIPAA and GDPR. HIPAA and GDPR address how a patient’s individually identifiable health information may be used or disclosed by Covered Entities and other companies, such as Hermes Healthcare. **For more information about your rights under HIPAA or GDPR, please see <http://www.hhs.gov/ocr/privacy/> and <https://www.eugdpr.org/>** You specifically acknowledge and consent to the Terms of Use and Privacy Policy which you can read in the corresponding Hermes file. Healthcare, in order to register on the PLATFORM and receive our Services.

9. THIRD PARTY LINKS AND RESOURCES ON THE SERVICE

Through the Service you may be able to connect to other websites that are not under the control of Hermes Healthcare. We have no control over the nature, content and availability of these sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed therein. If you decide to access any of the third-party online information/services linked to the Service, you do so entirely at your own risk.

10. LIMITATION OF OUR LIABILITY

10.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by European and Greek law.

10.2 To the extent permitted by law, we exclude all terms, warranties, representations or other conditions that may apply to the Service, the PLATFORM and the APPLICATIONS or any Content therein, whether express or implied.

10.3 Neither we nor any third party provides any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found on or offered on the Service through the PLATFORM and the APPLICATIONS, for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

10.4 Your use of any information or material provided by the Service is at your sole risk, for which we shall have no liability. It is your responsibility to ensure that any products, services or information available through our Service, including the APPLICATIONS, meet your specific requirements.

11. OTHER IMPORTANT TERMS

11.1 To contact us in writing, please send us your communication via e - mail to:
hermes@hermes.health

11.2 We will not be liable for any failure to perform, or delay in performing, any of our obligations under these Terms caused by any act or event beyond our reasonable control, including the failure of public or private telecommunications networks ("Event Outside Our Control"). If an event outside our control occurs that affects the performance of our obligations under these Terms:

(a) our obligations under these Terms will be suspended for the duration of the Event Outside Our Control. and

(b) we will use all reasonable endeavours to find a solution whereby our obligations under these Terms can be fulfilled despite the Event Outside Our Control.

11.3 We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

11.4 You may only transfer your rights or obligations under these Terms of Use to another person if we agree in writing.

11.5 A person who is not a party to these Terms has no right to enforce any term other than these Terms.



11.6 If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you or if we delay in doing so, this will not mean that we have waived our rights against you and it will not mean that you do not have to comply with those obligations. If we waive a claim against you, we will only do so in writing, and this will not mean that we automatically waive any subsequent claim against you.

11.7 Each of the terms of these Terms operates separately. If any court or competent authority decides that any of them is illegal or unenforceable, the remaining terms will remain in full force and effect.

11.8 These Terms shall be governed by and construed in accordance with Greek Law. Disputes arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Greek courts.

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HERMES HEALTHCARE / AI-Care
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