Tandem Health Terms of Service

Tandem Health provides a personalized documentation service that allows users to transcribe and document patient conversations using an application on an internet-connected computer, tablet, or phone. The service aims to facilitate the creation of medical records for healthcare providers. The service is available online via web browser and requires an internet connection.

The service is provided by **Tandem Health AB (org.nr 559444-6857**). These General Terms and Conditions govern the use of the Service. As used in these Terms of Use, "Tandem", "our Service" or "Service" means the digital documentation service provided by Tandem Health AB.

1. DEFINITIONS

For the purposes of this Agreement, the terms set out below have the following meanings:

User: Any employee or contractor of the Customer who uses the Service
Agreement: The Agreement with the associated appendices and supplements between the Customer and the Supplier, whereby the Supplier undertakes to provide the Service to the Customer
Confidential information: Information that is subject to confidentiality or professional secrecy in accordance with the Public Access to Information and Secrecy Act (2009:400) or the Patient Safety Act (2010:659), as applicable under Swedish law. If the Customer is based in another jurisdiction, equivalent local laws on confidentiality and professional secrecy may also apply.
Service: The services that the Supplier shall provide to the Customer under the Agreement, which are further specified in the Service Description.
Service description: The description of the content and scope of the Service that is an appendix to the Agreement, according to which the Providershall provide the Service
The Secrecy Act: The Act (2020:914) on Confidentiality in Connection with the Outsourcing of Technical Processing or Storage of Data, as applicable under Swedish law. Where relevant, equivalent national regulations on data confidentiality may also apply.

2. OBLIGATIONS OF THE SUPPLIER

2.1 The supplier shall provide the service on an ongoing basis during the contract period. The service shall be performed and provided in a professional manner.

2.2 The Supplier shall provide the Customer with support as needed during regular business hours (support@tandemhealth.ai) and to provide the Service with an uptime of 99% on a quarterly basis, excluding periods of permitted downtime. The Provider is responsible for maintaining and updating the Service so that it remains functional and secure in accordance with applicable standards and practices in IT and healthcare. The permitted downtime for the Service, for maintenance and updates, is between the hours of 21:00 & 05:00 CET. This scheduled downtime is not counted in the uptime calculation. The Supplier undertakes to inform the Customer in advance as far as possible of any major planned interruptions that occur during these times.

3. ACCEPTABLE USE

Tandem Health must be used responsibly and in line with its intended purpose of creating accurate, editable drafts of medical notes.

User Responsibilities:
• Review and Edit Notes: Ensure all draft notes are reviewed, corrected, and verified for accuracy before inclusion in patient records or Electronic Health Records (EHR).
• Professional Judgment: Rely on professional expertise when using outputs from Tandem Health. The service is a support tool, not a replacement for clinical decision-making.
• Compliance: Use Tandem Health in accordance with applicable laws, regulations, and clinical standards in your jurisdiction.

Prohibited Actions:
Users must not:
• Input false or misleading information into the system.
• Attempt to use Tandem Health to generate medical diagnoses, treatment recommendations, or advice.
• Engage in actions that compromise the security, integrity, or performance of the service (e.g., reverse-engineering or tampering with the system).
• Share access credentials or allow unauthorized individuals to use their account.
• Use Tandem Health for purposes outside its intended use.
Any violation of these terms may result in suspension or termination of access.

4. RIGHT TO USE THE SERVICE AND ACCOUNT ACCESS

4.1 The Customer obtains a non-transferable and time-limited right to use the Service in accordance with the terms of this Agreement. This right is limited to the number of users and the contract period specified in the Agreement.

4.2 A user account is intended for each user's personal use. The user must not give others access to the account. To help maintain control of the account and to prevent unauthorized users from accessing the account, the user should maintain control of the devices used to access the service and not disclose the password or details associated with the account to anyone. The user is responsible for providing and maintaining accurate information about your account.

4.3 Tandem may terminate or block an account if necessary to protect the user, Tandem, or our partners from identity theft or other fraudulent activity.

5. OBLIGATIONS OF THE CUSTOMER

5.1 The Customer is responsible for having the necessary hardware and software to use the Service. To access the Service, access to the internet and a prepared device are required.

5.2 The customer may only use the service in their own business.

5.3 The Customer undertakes to use the Service in accordance with applicable laws and regulations and in accordance with the instructions and guidelines provided by the Provider. The Customer is responsible for its Users' use of the Service and shall ensure that they do not use the Service in a way that may be considered misuse or that harms the Provider's rights.

5.4 In particular, the Customer and the users for whom the Customer is responsible, except in cases where expressly approved by Tandem, may not:
(i) circumvent, remove, modify, disable, impair, block, obscure, or defeat any of the Content Protection Policies or other portions of the Service;
(ii) use any robot, spider, scraper, or other automated means to access the Service;
(iii) decompile, reverse engineer, or disassemble any software or other products or processes available through the Service;
(iv) insert code or product or manipulate the content of the Service in any way;
(v) use any method of data mining, data collection or extraction;
(vi) upload, post, email, or otherwise transmit or transmit any material designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Service, including software viruses or any other computer code, files, or programs.

5.5 Tandem reserves the right to terminate or limit Customer's use of the Service if Customer or the users for whom Customer is responsible violate these Terms of Service or engage in illegal or fraudulent use of the Service.

5.6 The Customer may not wholly or partially assign or pledge its rights and/or obligations under this Agreement without the Supplier's written approval.

6. CUSTOMER DATA

6.1 The Customer holds all rights to the Customer's data. The Supplier does not obtain any rights to the Customer's data, or part thereof, under the Agreement. The Supplier may only use the Customer's data, including Confidential Data, for the provision of the Service to the Customer in accordance with the Agreement, and not in any part for the Supplier's own purposes. Access to Customer's data shall be limited to those persons who need access to Customer's data in order to perform their duties.

6.2 The Supplier is under no circumstances entitled to contain the Customer's data. The Supplier guarantees that the Customer's data will be disclosed to the Customer immediately upon request. The disclosure must be made with the urgency required by the circumstances and taking into account the work required.

6.3 The Customer's data shall be disclosed in the format set out in the Agreement. If the format has not been specified, the Customer's data shall be disclosed in the format requested by the Customer. If

such a request requires special conversion work, the Customer shall compensate the Supplier for this work in a reasonable amount.

6.4 The Provider shall ensure that the data that the Customer deletes in the Service is permanently removed from the Provider's equipment within a reasonable period of time, but no later than within thirty (30) days.

6.5 The Supplier shall cease all processing of the Customer's data upon termination of the Agreement, with the exception of return to the Customer, or the person designated by the Customer, and for permanent deletion.

6.6 Upon termination of the Agreement, the Supplier shall ensure that the Customer's data is promptly returned to the Customer, or in accordance with the Customer's instructions, permanently deleted from the Supplier's Operating Environment within a reasonable time, but no later than within thirty (30) days.

7. CONFIDENTIALITY

7.1 A party may not disclose documents or in any other way reproduce to a third-party information about the other party's activities that may be regarded as a business or professional secret or that otherwise relate to the other party's internal affairs, to any other extent than is necessary for the provision of the Service and the performance of the Agreement.

7.2 The duty of confidentiality does not apply to information that a party can show has become known to it otherwise than through the provision of the Service or that is publicly known. The duty of confidentiality also does not apply when a party is obliged under Swedish law to disclose information.

7.3 Within the framework of the Agreement, the Supplier is given access to Confidential Information on the basis of the secrecy breaching rule in Chapter 10. 2 a § OSL, as applicable under Swedish law, since the Service only covers technical processing or technical storage. If the Customer is based in another jurisdiction, equivalent local laws on confidentiality and data protection may also apply. The Supplier shall ensure that the duty of confidentiality under the Secrecy Act is complied with by the persons for whom the Supplier is responsible. A party is also obliged to ensure that employees, hired consultants and subcontractors take into account the above-mentioned legal rules.

7.4 Confidentiality under this section shall survive the termination of the Agreement. The Supplier shall immediately inform the Customer's contact person if it becomes discovered that the Supplier's employees, or others for whom the Supplier is responsible, have breached a duty of confidentiality or other obligation under this section.

8. PERSONAL DATA

The processing of personal data within the framework of this Agreement is governed by the Data Processing Agreement signed by the Customer during the signup process. Both parties undertake to comply with applicable legislation regarding the processing of personal data. Find more details about the end-user privacy policy for healthcare professionals at the following link https://www.tandemhealth.ai/end-user-privacy-policy.

9. SAFETY

The Provider shall take appropriate technical and organizational security measures to ensure security and confidentiality in the provision of the Service.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Provider guarantees that the Provider holds the intellectual property rights, such as copyright to computer programs, rights of use according to license agreements, etc., that are required for the provision of the Service. The Supplier is also responsible for ensuring that the Customer has the right to use the Service in accordance with the Agreement.

10.2 The Customer is responsible for ensuring that the necessary intellectual property rights, such as copyright to computer programs and rights of use according to license agreements, exist for the Customer's software, and that these allow the Supplier the right to use the Customer's software in the Operating Environment for the provision of the Service in accordance with the Agreement.

11. DEVELOPMENT OF THE SERVICE

Any improvements, innovations or developments made by Tandem Health AB, either alone or together with the Customer, will be and remain the property of Tandem Health AB. Customer shall have no rights to such improvements, innovations or developments.

12. LIMITATION OF LIABILITY

The Provider is not liable for any indirect or consequential damages arising from the use or inability to use the Service. The Supplier's aggregate liability under this Agreement, for any reason or action, is limited to the total amount paid by the Customer to the Supplier during the six (6) months preceding the event giving rise to the claim.

13. FORCE MAJEURE AND CHANGED CONDITIONS

13.1 The parties are exempt from penalties for failure to perform certain obligations under this Agreement, if the failure is due to a so-called exonerating circumstance of material importance. According to this agreement, e.g. government action, new or amended legislation, labour market conflict, blockade, fire, flood, loss or destruction of data or property of significant importance or accident of major importance shall be considered as an exonerating circumstance. If a party wishes to request an exemption on the basis of exempt liability, the party must inform the other party without unreasonable delay of this in order to invoke the circumstance.

13.2 The Parties agree that in the event that new legislation, regulation or legal developments change the Parties' legal rights or obligations or affect either Party's ability to perform its obligations under this Agreement, the Parties will negotiate in good faith the terms of this Agreement in order to comply with the new developments in order to continue the business relationship between the Parties.

14. DISPUTE RESOLUTION

14.1 This Agreement shall be governed by and shall be construed and applied in accordance with the laws of Sweden, excluding conflict of law rules. Any disputes arising in connection with this Agreement shall primarily be resolved by mutual agreement of the parties. If the dispute cannot be resolved through negotiation, it shall be settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The seat of the arbitration shall be Stockholm, Sweden and the language of the proceedings shall be Swedish.

14.2 The parties undertake and agree that any arbitration proceeding as set forth above shall be treated as strictly confidential, and all information disclosed during the proceeding as well as the information relating to the proceeding as such and the content of any decision made by the SCC shall constitute confidential information and shall be treated in accordance with the confidentiality provisions of this Agreement.

15. PAYMENT AND BILLING

15.1 Plans and Pricing

Tandem Health provides both free, usage-limited plans and paid subscription plans. The specific features, usage limits, and pricing of each plan may vary depending on the User’s location and currency. All pricing, payment terms, and plan details are subject to change at Tandem Health’s sole discretion.

15.2 Subscription and Usage Fees

If the Customer or its Users exceed the limits of the free plan or opt to use any paid features, the Customer will be charged the applicable subscription or usage fees (“Fees”). These Fees, along with any applicable taxes, duties, or additional charges, will be clearly communicated at the time of sign-up or upgrade and may vary by region, currency, and payment method.

15.3 Taxes and Other Charges

15.3.1 General Tax Responsibility

Unless otherwise stated, all Fees are exclusive of any taxes, duties, levies, or similar governmental assessments (collectively, “Taxes”). The Customer is responsible for paying all applicable Taxes associated with its purchases under this Agreement, except for taxes based on Tandem Health’s net income.

15.3.2 Swedish Customers

Tandem Health AB is a Swedish company. For Customers located in Sweden, Tandem Health will charge and collect Swedish value-added tax (VAT) or any other applicable taxes as required by Swedish law.

15.3.3 Customers in Other Regions

For Customers located outside Sweden, the applicable Taxes (including VAT, GST, or other consumption taxes) will depend on the jurisdiction in which the Customer operates or resides. The Customer acknowledges that Tandem Health may be required to charge certain Taxes based on local rules, and the Customer agrees to pay such Taxes. If Tandem Health is not required to collect Taxes for a particular jurisdiction, the Customer remains responsible for any Taxes owed to the relevant authorities.

15.3.4 Bank and Conversion Fees

Tandem Health is not liable for any bank fees, foreign exchange fees, or other surcharges that may be assessed by the Customer’s payment provider.

15.4 Accepted Payment Methods

15.4.1 Credit or Debit Card

All Fees must be paid by a valid credit or debit card. The Customer must provide current, complete, and accurate card information and promptly update it if it changes.

15.4.2 Authorized Charges

By submitting card information, the Customer authorizes Tandem Health and its designated payment processors to charge the provided card for all Fees due under the chosen plan or usage.

15.5 Changes to Fees and Payment Terms

Tandem Health reserves the right to modify its Fees, payment terms, and pricing structures at any time. Such modifications may include changing, adding, or removing free plan usage limits, subscription tiers, or the pricing of any paid offerings. Tandem Health will make reasonable efforts to notify the Customer of any material changes to the Fees or payment terms in advance (e.g., by email or notification within the Service). The Customer's continued use of the Service following any Fee change constitutes acceptance of the revised Fees.

15.6 Billing Cycle and Statements

15.6.1 Billing Cycle

Subscription Fees (if applicable) will be billed in advance on a periodic basis (e.g., monthly, quarterly, or annually), depending on the chosen plan. Usage-based Fees will be billed as indicated in the applicable plan.

15.6.2 Statements of Charges

Tandem Health will provide a statement of charges, which may be delivered electronically (via email or made available in the Service's account dashboard). This document is not an invoice for future payment but rather a record of the charges applied to the card on file.

15.7 Late Payments and Non-Payment

15.7.1 Payment Failure

If payment is declined or otherwise not received on time, Tandem Health may charge interest on overdue amounts at the maximum rate permitted by applicable law.

15.7.2 Suspension or Termination

Tandem Health may suspend or terminate the Customer's access to the Service if Fees remain unpaid after reasonable notice has been provided.

15.8 Refunds

Unless required by applicable law or otherwise agreed in writing, all Fees are non-refundable. However, Tandem Health may, at its sole discretion, choose to offer refunds or credits in specific cases (e.g., service disruptions exceeding agreed-upon uptime).

15.9 Currency Conversion

All Fees will be charged in the currency specified in the Customer's subscription plan. If a currency conversion is necessary, it will be handled by the Customer's payment provider at its conversion rates and fees. Tandem Health is not responsible for any currency conversion fees or charges imposed by the Customer's payment provider.