

NurseFlow SaaS Terms of Service

Last Updated: April 6, 2026

These Terms of Service ("Terms") constitute a legally binding agreement between NurseFlow.ai ("Company," "we," "us," or "our") and the entity or individual ("Customer," "you," or "your") accessing or using the NurseFlow.ai platform, software, and related services (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

1. Description of Service

NurseFlow.ai is a proprietary software-as-a-service (SaaS) platform designed to provide AI-driven healthcare staffing and matching, including advanced matching algorithms, credentialing tracking, and staffing management solutions for the healthcare industry. The Service facilitates the connection between healthcare facilities and medical professionals through automated workflows and artificial intelligence.

2. Grant of License and Restrictions

2.1 License Grant: Subject to your compliance with these Terms and payment of all applicable fees, Company grants you a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service solely for your internal business operations.

2.2 Prohibited Use: You shall not, and shall not permit any third party to:

- Reverse engineer, decompile, or disassemble the Service;
- Copy, modify, or create derivative works of the Service or any part of the NurseFlow IP;
- Use the Service to build a competitive product or service;
- Remove any proprietary notices or labels from the Service;
- Circumvent any usage limits or security measures;
- Scrape, crawl, harvest, or use any automated means (including bots, spiders, or scripts) to access, extract, or copy any data or content from the Service, except as expressly permitted by Company in writing;
- Access the Service for the purpose of benchmarking or competitive analysis without Company's prior written consent.

3. Account Registration and Security

To access certain features of the Service, you must register for an account. You are responsible for maintaining the confidentiality and security of your usernames, passwords, API keys (if any), multi-factor authentication devices, and any other access credentials, and for all activities that occur under your account. You agree to use commercially reasonable efforts to prevent unauthorized access to or

use of the Service and to notify Company immediately of any unauthorized use of your account or any other known or suspected breach of security.

4. Fees and Payment

4.1 Subscription Fees: You agree to pay the fees associated with your selected subscription tier on a subscription basis (e.g., monthly or annually, as selected at checkout). All fees are non-refundable except as expressly set forth herein. **4.2 Payment Processing (Stripe):** Payments are processed via Stripe (or another third-party payment processor designated by Company). By providing your payment information, you authorize Company (through Stripe) to charge all applicable subscription fees, usage-based fees (if any), taxes, and other charges incurred in connection with your account to your designated payment method, including on a recurring basis until you cancel in accordance with these Terms. **4.3 Taxes:** Fees are exclusive of taxes. You are responsible for all applicable sales, use, or value-added taxes. **4.4 Late Payments / Suspension:** Failure to pay fees when due may result in the immediate suspension or termination of your access to the Service.

5. Intellectual Property Rights

5.1 Ownership: NurseFlow.ai retains all right, title, and interest in and to the Service, including all software, source code (where applicable), algorithms (including NurseFlow AI), AI/ML models, prompts and workflows (to the extent owned by Company), user interfaces, designs, documentation, and all platform content made available by Company (excluding Customer Data), as well as any improvements, updates, or modifications thereto. No ownership rights are transferred to you under these Terms. **5.2 Feedback:** If you provide any suggestions or feedback regarding the Service, you hereby grant Company a perpetual, irrevocable, royalty-free license to use such feedback for any purpose.

6. Data and Privacy

6.1 Customer Data: You retain ownership of any data, information, or material you upload to the Service ("Customer Data"). You grant Company a license to use, host, and display Customer Data solely to provide and improve the Service. **6.2 HIPAA Compliance:** As a healthcare staffing technology provider, Company maintains administrative, physical, and technical safeguards designed to protect the security and integrity of health information. Both parties agree to comply with applicable data protection laws, including the Health Insurance Portability and Accountability Act (HIPAA), where applicable. **6.3 Privacy Policy:** Your use of the Service is also governed by our Privacy Policy, located at www.getnurseflow.com/privacy.

7. Confidentiality

Each party agrees to protect the other party's Confidential Information with the same degree of care it uses for its own information of a similar nature. Confidential Information includes, without limitation, trade secrets, software code, business plans, and the specific pricing terms of these Terms.

8. Term and Termination

8.1 Term (Monthly Subscription): These Terms remain in effect for the duration of your subscription. Unless otherwise specified in an order form or checkout flow, subscriptions are billed on a month-to-month basis and automatically renew each month until canceled. **8.2 Cancellation; Termination for Cause:** Either party may terminate these Terms if the other party materially breaches these Terms and fails to cure such breach within thirty (30) days of written notice. In addition, either party may terminate the subscription for convenience by providing at least thirty (30) days' written notice (including by canceling through the Service account settings or by email to legal@getnurseflow.com, if available). **8.3 Effect of Termination:** Upon termination, your right to access the Service ceases immediately. Company will provide you with a reasonable opportunity to export Customer Data for a period of thirty (30) days following termination.

9. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NURSEFLOW.AI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NURSEFLOW.AI BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR DATA. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT CONTROL AND SHALL NOT BE LIABLE FOR (A) ANY STAFFING, HIRING, CREDENTIALING, SCHEDULING, COMPENSATION, OR PLACEMENT DECISIONS MADE BY YOU OR ANY THIRD PARTY, OR (B) THE ACTS, OMISSIONS, PERFORMANCE, OR CONDUCT OF ANY HEALTHCARE PROFESSIONALS, FACILITIES, EMPLOYEES, CONTRACTORS, OR OTHER USERS, INCLUDING IN CONNECTION WITH ANY STAFFING PLACEMENT OR MATCH SUGGESTED BY THE SERVICE. OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Indemnification

You agree to indemnify and hold harmless NurseFlow.ai and its officers, directors, and employees from and against any claims, damages, or losses arising out of your use of the Service in violation of these Terms or your infringement of any third-party intellectual property rights.

12. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles. Any legal action arising under these Terms shall be brought exclusively in the courts located in Ohio.

13. Modifications to Terms

Company reserves the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on our website or through the Service interface. Your continued use of the Service after such changes constitutes your acceptance of the new Terms.

14. Contact Information

For questions regarding these Terms, please contact: NurseFlow.ai Legal Department Email: legal@getnurseflow.com Website: www.getnurseflow.com