

**Effective Date: 25th May 2025**

## **1. Introduction**

These Terms of Service ('Terms') constitute a legal agreement between you and TotalHealthX Inc. By accessing or using the TotalHealthX mobile application, website, or associated services (collectively, 'Services'), you agree to these Terms. If you do not agree to these Terms, you may not use the Services.

## **2. Eligibility**

You must be at least 18 years of age to use the Services. By using the Services, you represent and warrant that you are legally capable of entering into binding contracts and are not barred from using the Services under any applicable law.

## **3. Services Overview**

TotalHealthX is a digital health and wellness platform offering features including but not limited to: tracking health vitals, AI-generated personalized insights, dietary recommendations, image uploads (e.g., prescriptions), reminder notifications, exportable health reports, wellness mini-games, and conversational AI assistance. These services are intended for wellness purposes only and are not a substitute for professional healthcare advice.

## **4. User Account Responsibilities**

When creating an account, you agree to provide accurate and complete information. You are responsible for maintaining the confidentiality of your credentials and all activities under your account. You must notify us immediately if you suspect unauthorized access or use.

## **5. User Content and Conduct**

You may upload data including images and health logs ('User Content'). You retain ownership of your content, but by submitting it, you grant TotalHealthX a non-exclusive license to use, process, and display it solely to provide Services. You must not upload content that is illegal, harmful, or violates intellectual property rights. Abuse of services may result in termination of your account.

## **6. Privacy and Data Handling**

Our Privacy Policy governs the collection, use, and sharing of your data. TotalHealthX uses encryption, secure storage (including Azure Data Lake), and industry best practices to protect your information. However, no system is entirely secure, and use is at your own risk.

## **7. Subscription and Payments**

Some services may be subject to fees. You agree to pay all applicable charges in accordance with third-party app store terms. Recurring subscriptions auto-renew unless canceled through your account settings in the applicable store.

## **8. Intellectual Property**

TotalHealthX and its licensors own all rights, title, and interest in the Services including but not limited to: logos, content, interface designs, software code, and branding. You are granted a personal, non-transferable, non-exclusive license to use the Services. You may not reproduce, reverse-engineer, or commercially exploit any portion without explicit consent.



### **9. Third-Party Integrations**

Our Services may interface with third-party platforms (e.g., Apple Health, Firebase, Google Fit). These services are governed by their own terms and privacy policies. We are not responsible for any actions or omissions of third parties.

### **10. Termination of Use**

We reserve the right to suspend or terminate your access to the Services for any violation of these Terms, harmful conduct, or as required by law. You may delete your account at any time by contacting support or through the in-app settings.

### **11. No Medical Advice**

TotalHealthX is not a medical service. All information provided is for general wellness support. Always consult a licensed medical professional for diagnosis, treatment, or emergency medical attention. Never disregard professional medical advice based on information provided by the App.

### **12. Disclaimers**

The Services are provided on an 'AS IS' and 'AS AVAILABLE' basis. TotalHealthX disclaims all warranties, express or implied, including fitness for a particular purpose, non-infringement, and reliability. We do not guarantee uninterrupted access or the accuracy of data.

### **13. Limitation of Liability**

To the fullest extent permitted by law, TotalHealthX will not be liable for indirect, incidental, punitive, or consequential damages. Our total liability to you for any claims under these Terms is limited to the amount you paid us, if any, in the last six months.

### **14. Indemnification**

You agree to indemnify and hold harmless TotalHealthX, its affiliates, directors, and employees from any claims or demands, including legal fees, arising from your use of the Services or violation of these Terms.

### **15. Governing Law and Jurisdiction**

These Terms are governed by the laws of the State of Delaware, USA. Any disputes shall be exclusively subject to the jurisdiction of the state and federal courts in Delaware. You waive any objections to venue or jurisdiction.

### **16. Modifications to Terms**

We reserve the right to modify these Terms at any time. Users will be notified of material changes via email or in-app notification. Continued use after changes constitutes acceptance of the updated Terms.

### **17. Contact Us**

For inquiries, support, or reporting violations of these Terms, contact us at:

**Email:** [info@totalhealthx.com](mailto:info@totalhealthx.com)