

Noteless Terms and Conditions

Effective date: 06 March 2026

1. Definitions

In these Terms and Conditions (the 'Agreement') the following definitions apply:

- 'Noteless' means Noteless AS (org. no. 932 320 061), Gaustadalléen 21, 0349 Oslo, Norway.
- 'Service' means the Noteless software-as-a-service platform, related websites, apps and APIs made available by Noteless from time to time.
- 'Platform' means the web or mobile or desktop interface used to access the Service.
- 'Customer' means the natural or legal person purchasing or otherwise obtaining access to the Service.
- 'User' means an individual natural person authorized by the Customer to access and use the Service on the Customer's behalf (for example an employee, contractor or healthcare professional), and under Customer's responsibility.
- 'Subscription' means the plan selected by the Customer (e.g., monthly or annual), including any usage, seat or volume limits.
- 'Order' or 'Quote' means an order form, quote, proposal, statement of work or other document issued by Noteless that references these Terms and Conditions.
- 'Output' means any data, content, or other material generated by or through the Service based on Customer Data or User inputs, including (without limitation) transcripts, draft notes, structured consultation notes, summaries, templates, draft wording, redactions (if available), and any suggested items or actions presented to the User for consideration.
- 'Fees' means all prices, charges and costs payable for the Service, as set out on the Noteless price list or an Order.
- 'Third-Party Services' means products, services, identity providers and integrations provided by third parties which interoperate with the Service.
- 'Customer Data' means data submitted to or generated in the Service by or on behalf of the Customer, including transcripts, notes and account information.
- 'Personal Data' has the meaning given in the GDPR.
- 'DPA' means the Noteless Data Processing Agreement available on the Noteless website, as updated from time to time.

- 'Confidential Information' means information identified as confidential or that should reasonably be considered confidential given its nature and the circumstances of disclosure.
- 'Consumer' means a natural person acting for purposes outside his or her trade, business, craft or profession.

2. Acceptance of the Agreement

2.1 The Agreement is concluded when the Customer: (a) accepts these Terms on first login; (b) accepts a Quote or otherwise executes an Order that references these Terms; or (c) accesses or uses the Service after being presented with or notified of these Terms. Noteless may require an explicit click-through acceptance ('clickwrap').

2.2 If the Customer does not accept the Agreement, the Customer shall not use the Service and shall immediately stop its access to the Service if the Customer has already had access to it. Where the Customer is a legal entity, the person accepting represents that they have authority to bind the Customer.

2.3 Service is offered for professional use only. Consumers (as defined under applicable consumer law) are not eligible to purchase, access, or use the Service. Noteless may refuse, suspend, or terminate access where it reasonably believes the Service is being used by or for a consumer.

2.4 In case of conflict between translations, the English version shall prevail.

3. Description of the Service

3.1 The Service is delivered as software-as-a-service over the internet, which may be provided as a web-based platform or a mobile or a desktop application, as available, and may include, without limitation, functionality for audio capture, transcription, redaction of identifying information (if necessary), note and report drafting, document drafting, export and administrative controls, leveraging machine learning and artificial intelligence to provide content and information to the Customer as Outputs. Functionality may be modified, improved or replaced from time to time without materially reducing the core utility of the Service.

3.2 Unless otherwise agreed in an Order, the Service is a medical device intended as a drafting and administrative assistant to support decision making only. However, all of Noteless suggestions or Outputs cannot be understood as medical advice, medical diagnosis, or treatment recommendations and should be carefully reviewed by the User. The Service is not a substitute for the User's professional judgment. The User remains responsible for reviewing and validating any output and for entering accurate records in the relevant professional system.

3.3 The Outputs provided by the Platform will be deleted periodically as provided in the Platform and Noteless's web page. The Customer is responsible for using, copying, or exporting the Output into any patient record/journal or other professional system for recording.

3.4 Beta or preview features may be provided at Noteless's discretion, on an 'as is' basis and may be changed or discontinued at any time.

4. Outputs from the Service

4.1 Outputs are provided for drafting and administrative assistance only. Outputs are generated automatically based on the inputs provided to the Service (including audio and text) and may be incomplete and may contain errors, omissions, inaccuracies, or misleading content. The Service may misinterpret audio, context, clinical terminology, speaker identity, or intent.

4.2 The Customer and its Users must independently review, verify and validate all Outputs before using them, exporting them, copying them into any patient record/journal or other professional system, or otherwise relying on them.

4.3. The Customer and its Users remain solely responsible for all clinical judgments, decisions and actions, including (without limitation) documentation, referrals and prescribing decisions, and for ensuring that any information entered into the relevant professional system is accurate and appropriate.

4.4 Outputs are intended to be reviewed and (if the User chooses) exported or copied into the Customer's professional systems. The Service is not intended to be the Customer's system of record for patient documentation.

5. Accounts, Login and Security

5.1 The Customer must provision a User account for each User. Access may be granted through one or more authentication methods supported by Noteless from time to time (e.g., email/password, Microsoft, Google, BankID/Buypass/other eID via an identity broker).

5.2 Each User account is personal and may only be used by the individual User while performing work on behalf of the Customer that granted such User access. Account sharing is prohibited.

5.3 The Customer is responsible for assigning and revoking User access, maintaining the security of credentials, and for all activities occurring under its accounts. The Customer shall promptly notify Noteless of any unauthorised use or security incident.

6. Right of Use and Acceptable Use

6.1 Subject to timely payment of Fees, Noteless grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, time-limited and revocable right to access and use the Service, solely for the Customer's internal professional purposes, through authorized Users, and within the scope of the Subscription.

6.2 Except to the extent incorporated into the Customer's own professional records and internal workflows, the Customer shall not (and shall not permit others to) resell, sublicense, publish, distribute, make available on a standalone basis, or commercially exploit outputs generated by the Service.

6.3 The Customer shall not (and shall not permit others to) use the Service or Outputs generated by the Service to develop, train or improve a competing product or service, or to perform systematic extraction of content from the Service beyond ordinary use within the Subscription

6.4 The Customer shall not (and shall not permit others to): reverse engineer or attempt to extract source code except to the extent permitted by law; circumvent technical limitations; access the Service to build a competing product; or use the Service in violation of law. The Customer is responsible for ensuring that it (and its Users) have the right and authority to submit Customer Data to the Service and to use the Service in connection with such Customer Data.

6.5 The Service is not designed for life-support, emergency or other high-risk scenarios where failure could lead to death or serious injury.

7. Maintenance and Support

7.1 Noteless aims for high availability but the Service is provided 'as is' and 'as available'. Planned maintenance or security work may result in temporary unavailability; Noteless will provide reasonable advance notice where practicable.

7.2 Standard support is available as published on the Noteless website and Platform. Noteless will triage issues and use commercially reasonable efforts to correct reproducible errors.

8. Fees, Currencies and Payment Terms

8.1 Subscription. The Service is offered on a subscription basis with automatic renewal (monthly or annual) unless terminated in accordance with this Agreement. Fees are set out on the Noteless price list or an Order. Taxes (including VAT) will be added where applicable based on the Customer's billing country. Fees may be quoted and charged in multiple currencies as made available by Noteless.

8.2 Payment methods and intervals. Unless otherwise agreed in an Order, Fees are payable in advance for the chosen billing interval by payment card or invoice/bank transfer. The charge date recurs on the calendar day of the first payment.

8.3 Invoice terms. Where invoicing is permitted, invoices are due within fourteen (14) days from invoice date. Failure to pay any invoice by the due date entitles Noteless to (a) suspend access immediately; and (b) cancel the Subscription. Reactivation may require payment of all arrears.

8.4 Card payments. The Customer must keep card details current. If a card charge fails for reasons attributable to the Customer and is not remedied within fourteen (14) days, Noteless may suspend access and cancel the Subscription. Noteless uses a third party service provider for the processing of payments and is not liable for the payment processing. Noteless does not store full card data.

8.5 Late payment interest. Statutory late payment interest may accrue on overdue amounts in accordance with applicable law.

8.6 Price changes. Noteless may change prices with at least thirty (30) days' prior notice. Indexation in line with the consumer price index may occur automatically without notice where permitted. If the Customer does not agree to a price increase, the Customer may terminate before the new price takes effect.

9. Usage Verification and Audit

9.1 The Subscription may impose limits (e.g., number of users, minutes, storage) as provided in the Order or Noteless's website. The Customer shall not exceed such limits. If usage exceeds purchased limits, Noteless may charge at the then-current rates or require an upgrade.

9.2 To verify compliance, Noteless may review aggregate usage metrics. If Noteless reasonably suspects account sharing, under-reporting of users or material breach, Noteless may conduct a focused audit on reasonable notice, during normal business hours and in a manner that minimizes disruption.

9.3 Noteless may suspend the relevant accounts during an audit where it reasonably believes multiple persons are using the same User account.

10. Term, Renewal and Termination

10.1 Monthly plans renew monthly; annual plans renew annually unless cancelled. The Customer may cancel via the Platform up to one day before the plan is set to renew. Access continues until the end of the paid period.

10.2 Either party may terminate for material breach not cured within thirty (30) days of notice. Non-payment may be grounds for immediate suspension and termination as described in Section 8.3–8.4.

10.3 Upon termination or expiry, Customer access ceases immediately. Customer Data can be exported by the Customer prior to termination. Fees already paid are non-refundable unless required by mandatory law.

11. Customer Data and Data Portability

11.1 Ownership. As between the parties, the Customer owns Customer Data. Noteless may process Customer Data solely to provide, secure and improve the Service and as otherwise permitted by the DPA and this Agreement.

11.2 Retention and deletion. Unless otherwise specified, generated notes and transcripts are automatically deleted after twenty-four (24) hours from the end of a consultation; administrative/account data may be retained as required for billing, security and legal obligations.

11.3 Export. The Customer is responsible for exporting and storing notes in its professional systems within the available time window.

12. Personal Data and Privacy

12.1 Roles. For Customer Data that is Personal Data, the Customer is the data controller and Noteless is the data processor.

12.2 DPA. The Noteless DPA applies to all processing of Personal Data by Noteless on behalf of the Customer.

12.3 Privacy Policy. Noteless processes account-related personal data as controller in accordance with its Privacy Policy available on the Noteless website. Noteless may also make available non-binding guidance on its website regarding use of the Service in a manner consistent with the Customer's responsibilities as data controller (including information about typical processing activities and suggested practices). Such guidance is provided for information only and does not shift responsibility from the Customer.

13. Third-Party Services

13.1 The Service may depend on Third-Party Services (e.g., cloud, identity providers, AI models). Use of such services may be subject to third-party terms, which the Customer must

comply with. Noteless may change subcontractors at any time, provided this does not materially reduce the security or functionality of the Service.

14. Intellectual Property

14.1 Noteless and its licensors own all intellectual property rights in and to the Service. No rights are granted except as expressly stated in this Agreement.

14.2 Suggestions. If the Customer or Users provide feedback or suggestions, Noteless may use them without restriction or obligation. Personally identifiable information will be removed before any public disclosure.

15. Confidentiality

15.1 Each party must keep the other party's Confidential Information confidential and use it only for performing this Agreement. The obligation lasts five (5) years after termination, except for trade secrets which remain protected for as long as they are trade secrets.

16. Warranties and Limitation of Liability

16.1 Disclaimer. Except as expressly stated, the Service is provided 'as is' and 'as available' without warranties of any kind. Noteless does not warrant that the services will be available, will meet Customer's requirements or will operate in an uninterrupted, error-free, or completely secure manner or that errors or defects will be corrected.

16.2 Liability cap. To the extent permitted by law, each party's aggregate liability arising out of or relating to this Agreement is limited to the Fees paid or payable by the Customer for the Service in the twelve (12) months prior to the event giving rise to liability.

16.3 Exclusions. Neither party excludes liability for death or personal injury caused by negligence, fraud, wilful misconduct, or where liability cannot be excluded under mandatory law. Consumer-specific statutory rights are not affected. Neither party is liable for indirect, consequential, incidental, punitive or special damages, including loss of profits, loss of business, loss of goodwill, or loss of data.

17. Changes to the Agreement

17.1 Noteless may amend these Terms by giving at least thirty (30) days' prior notice through the Platform and/or by email. Material adverse changes to paid features will not apply before

the next renewal unless the Customer expressly agrees. Continued use after the effective date constitutes acceptance.

17.2 Noteless will maintain an accessible version history indicating the effective dates of prior versions.

18. Governing Law and Disputes

18.1 This Agreement is governed by Norwegian law, without regard to conflict of law rules.

18.2 Venue. The parties submit to the exclusive jurisdiction of the Oslo District Court.

19. Order of Precedence and Entire Agreement

19.1 If there is a conflict between an Order and these Terms, the Order prevails for the conflicting part. This Agreement is the entire agreement between the parties regarding the Service and supersedes prior agreements on the same subject.

20. Contact

Noteless AS, Gaustadalléen 21, 0349 Oslo, Norway.

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