



MY HEALTH DATA (MHD)
TERMS AND CONDITIONS OF USE
Effective Date: 2/23/26

Welcome to My Health Data (“MHD,” “Company,” “we,” “our,” or “us”). These Terms and Conditions (“Terms”) govern your access to and use of the MHD mobile application, web portal, and related services (collectively, the “Platform”).

By creating an account or using the Platform, you agree to these Terms.

PURPOSE OF THE PLATFORM

MHD is a digital health passport designed to allow users to store, organize, manage, and share personal health and performance information.

MHD does not provide medical advice, diagnosis, or treatment. The Platform is intended solely for informational and record-management purposes.

ELIGIBILITY

You must be at least 18 years of age to create an account. If you are under 18, a parent or legal guardian must create and manage your account and accept these Terms on your behalf.

By using the Platform, you represent that all information you provide is accurate and that you are legally authorized to enter into this agreement.

USER ACCOUNTS

You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.

You agree to:

- Provide accurate and updated information
- Secure your device and login credentials
- Notify us immediately of unauthorized access

We reserve the right to suspend or terminate accounts that violate these Terms.

HEALTH INFORMATION AND MEDICAL RECORDS

The Platform allows users to upload, store, and manage health-related information, which may include medical records, imaging reports, surgical documentation, rehabilitation notes, prescriptions, insurance documents, and other health data.

You acknowledge that the information you upload may constitute Protected Health Information (“PHI”) as defined under applicable law.



You understand that:

- You are voluntarily uploading your own health information
- You control what information is uploaded
- You control when and with whom it is shared

MHD implements commercially reasonable administrative, physical, and technical safeguards to protect stored information. However, no system can guarantee absolute security.

SHARING OF INFORMATION AND PHI ACKNOWLEDGMENT

The Platform includes features that allow users to share information with third parties, including but not limited to schools, athletic departments, physicians, coaches, insurers, agents, or other designated recipients.

When you click “Share,” export data, generate a link, or otherwise transmit information through the Platform, you acknowledge and agree that:

- You may be sharing Protected Health Information (PHI)
- You are solely responsible for determining the appropriate recipient
- You understand who you are sending the information to
- You assume responsibility for any consequences resulting from sharing
- MHD cannot control how recipients use, store, secure, or further distribute information once it has been shared

MHD is not responsible for misuse, redistribution, or unauthorized disclosure of information by third parties after you initiate sharing.

You are encouraged to verify recipient identity and security practices before sharing sensitive information.

HIPAA STATUS DISCLOSURE

MHD may function either as:

- (a) A direct-to-consumer personal health record platform, or
- (b) A service provider to healthcare organizations under applicable agreements.

If MHD operates as a Business Associate to a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), data handling will comply with the terms of the applicable Business Associate Agreement.

If you are using MHD independently and not through a healthcare provider relationship, MHD may not be acting as a Covered Entity under HIPAA. In such cases, your data is protected under applicable consumer data protection and privacy laws rather than HIPAA.

NO MEDICAL ADVICE



The Platform does not provide medical advice.

Any analytics, summaries, recommendations, recovery suggestions, or automated insights are informational only and are not a substitute for professional medical advice.

Always consult a licensed healthcare provider regarding diagnosis or treatment.

DATA OWNERSHIP

You retain ownership of the information you upload.

By uploading content, you grant MHD a limited license to store, process, transmit, and display your information solely for purposes of providing the Platform's services.

MHD does not sell personal health information. De-identified and aggregated data may be used for analytics, research, or product improvement.

THIRD-PARTY INTEGRATIONS

The Platform may integrate with third-party applications, wearable devices, electronic health record systems, or other services.

MHD is not responsible for the privacy practices, security measures, or accuracy of third-party systems.

Your use of third-party services is governed by their respective terms and policies.

DATA SECURITY AND RISK ACKNOWLEDGMENT

While MHD uses industry-standard safeguards, you acknowledge that:

- Electronic transmission of data carries inherent risk
- No platform can guarantee absolute security
- You assume the risk of transmitting information electronically

LIMITATION OF LIABILITY

To the fullest extent permitted by law, MHD shall not be liable for:

- Unauthorized access to your account
- Loss of data
- Medical decisions made based on stored information
- Misuse of shared information by third parties
- Insurance, eligibility, NIL, or employment outcomes



Your use of the Platform is at your own risk.

INDEMNIFICATION

You agree to indemnify and hold harmless MHD and its officers, partners, employees, and affiliates from claims arising from:

- Your misuse of the Platform
- Your sharing of PHI
- Violation of these Terms
- Inaccurate information you provide

TERMINATION

We reserve the right to suspend or terminate your access for violation of these Terms.

You may request account deletion at any time.

GOVERNING LAW

These Terms shall be governed by the laws of the State of [Insert State], without regard to conflict of law principles. DISPUTE RESOLUTION AND LEGAL PROVISIONS

DISPUTE RESOLUTION & LEGAL PROVISIONS

1. BINDING ARBITRATION

By agreeing to these Terms, you agree that any dispute, claim, or controversy arising out of or relating to your use of the Platform, your account, the sharing of information, or these Terms shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court if eligible.

Arbitration shall be conducted by a neutral arbitrator under the rules of the American Arbitration Association (AAA) or a comparable arbitration body.

You understand and agree that:

- Arbitration replaces the right to sue in court
- You waive the right to a jury trial
- Discovery and appeal rights may be limited in arbitration
- The arbitrator has exclusive authority to resolve disputes regarding interpretation or enforceability of this arbitration provision

This arbitration provision shall survive termination of your account.

2. CLASS ACTION WAIVER



You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

You expressly waive any right to:

- Participate in a class action lawsuit
- Serve as a class representative
- Join claims with other users
- Bring claims in a private attorney general capacity

If this class action waiver is found unenforceable, the arbitration provision shall be null and void.

3. ELECTRONIC CONSENT AND SIGNATURE

You agree that:

- Clicking “I Agree,” creating an account, or using the Platform constitutes your electronic signature
- Your electronic acceptance is legally binding and equivalent to a handwritten signature
- All agreements, notices, disclosures, and communications may be provided electronically
- You consent to receive communications from MHD electronically, including by email or in-app notifications

You agree to maintain a valid email address and ensure you can receive electronic communications.

LIMITATION OF LIABILITY AND DAMAGES

1. LIMITATION OF DAMAGES

To the fullest extent permitted by law, MHD, its officers, directors, employees, partners, affiliates, contractors, and agents shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to:

- Loss of data
- Loss of profits
- Loss of business opportunities
- Loss of athletic eligibility
- Loss of NIL opportunities
- Insurance denials
- Medical complications
- Reputational harm

arising out of or related to your use of, inability to use, or reliance upon the Platform.

In no event shall the total aggregate liability of MHD for any and all claims arising out of or relating to the Platform exceed the greater of:



- (a) The total amount you paid to MHD in the twelve (12) months preceding the claim; or
- (b) One Hundred Dollars (\$100.00), if no payments were made.

This limitation applies regardless of the legal theory asserted, whether in contract, tort (including negligence), strict liability, or otherwise.

2. DATA BREACH AND SECURITY INCIDENT LIMITATION

While MHD implements commercially reasonable administrative, technical, and physical safeguards to protect user information, you acknowledge that no electronic storage system or method of transmission over the internet is completely secure.

In the event of a data breach, security incident, or unauthorized access:

- MHD’s responsibility shall be limited to providing notice as required by applicable law
- MHD may take reasonable steps to mitigate harm
- MHD does not guarantee prevention of all unauthorized access

MHD shall not be liable for damages resulting from:

- Unauthorized access caused by third-party criminal acts
- User negligence in safeguarding login credentials
- Transmission of data outside the Platform after a user initiates sharing
- Security vulnerabilities in third-party systems or integrations

You acknowledge and accept the inherent risks associated with storing and transmitting health information electronically.

CONTACT INFORMATION

For questions regarding these Terms:

My Health Data (MHD)
Bringing America Sports Health
611 S Kenwood Ave
Baltimore MD 21224

By creating an account or clicking “I Agree,” you acknowledge that you have read, understood, and agree to these Terms and Conditions.