

Qoncier Terms of Service

Effective Date: September 22, 2025

These Terms of Service (“Terms”) govern your use of Qoncier (“we,” “our,” or “us”), including our app, website, and services. By creating an account or using Qoncier, you agree to these Terms.

Qoncier, Inc., an Illinois S-Corporation, is the entity providing the Services.

1. Purpose

Qoncier is an AI-powered health assistant to help track, manage, and share health information. It is not a substitute for medical advice, diagnosis, or treatment. Always consult a qualified provider.

2. Eligibility

- Must be 18+ to create an account.
- Parents/guardians may create accounts for minors.
- You must have legal authority to share the information you provide.
- **Professionals** (including physicians, nurses, dietitians, trainers, and coaches) must only use Qoncier in accordance with their professional licensing and applicable regulations.

3. Account Responsibilities

- Provide accurate information.
- Keep login credentials confidential.
- Report unauthorized account use immediately.
- **Professionals** are responsible for maintaining valid credentials and licenses, and must not misrepresent their qualifications on the platform.

4. Privacy & HIPAA

- Your use of Qoncier is subject to our Privacy Policy.
- We comply with HIPAA and safeguard your PHI.

- **Professionals** must comply with HIPAA and all applicable privacy laws when accessing client/patient data. Access is limited only to information users consent to share.

5. Acceptable Use

You may not:

- Use Qoncier unlawfully or in violation of HIPAA.
- Interfere with app security.
- Upload false or unauthorized data.
- Share another's health data without consent.
- **Professionals may not use Qoncier to solicit clients/patients from our platform or attempt to access users who have not explicitly connected with them.**

6. Data Sharing

- Users control who can access their information.
- Sharing with providers, trainers, caregivers, or family happens only with explicit user authorization.
- Permissions can be revoked at any time.
- **Professionals agree to access and use shared data only for legitimate professional purposes, in line with the user's permissions.**

7. Service Availability

We strive for reliable service but do not guarantee uninterrupted access. Services may be suspended for updates, maintenance, or security.

8. Intellectual Property

Qoncier's content, software, and design belong to us or our licensors. You may not copy, modify, or distribute without permission.

9. Disclaimers

Qoncier provides educational wellness support only. We do not provide medical advice or guarantee accuracy of recommendations.

- **For Professionals:** Qoncier is a supplemental tool only. It does not replace your independent clinical or professional judgment.

10. Limitation of Liability

To the maximum extent permitted by law:

- Qoncier is not liable for indirect, incidental, or consequential damages.
- Total liability is capped at the amount paid to us in the past 12 months.
- **Professionals assume responsibility for how they interpret and act upon data shared with them.**

11. Indemnification

You agree to indemnify Qoncier, its officers, and partners against claims or damages resulting from your use of the Services.

- **Professionals specifically agree to indemnify Qoncier against claims arising from misuse of client/patient data or violation of licensing regulations.**

12. Termination

We may suspend or terminate accounts for violations. You may terminate your account at any time.

- **Professional accounts may be suspended or terminated for misrepresenting credentials, accessing data without consent, or failing to comply with HIPAA or professional standards.**

13. Governing Law

These Terms are governed by Illinois law, without regard to conflicts of law.

14. Changes

We may update these Terms. Continued use of Qoncier after changes indicates acceptance.

15. Additional Professional Terms

- Professionals must truthfully represent their credentials, specialties, and licensing.
- Access to user data is limited strictly to what the user has authorized.
- Professionals must agree to:
 - HIPAA Acknowledgment
 - Data Sharing Compliance Statement
- Misuse of Qoncier, including solicitation of users or unauthorized access, will result in immediate account termination.

16. Contact Us

Qoncier Legal Department

Qoncier, Inc., an Illinois S-Corporation

Email: support@qoncier.com

Address: 1130 S. Canal Street, Suite 1235 • Chicago, IL 60607