

ORYX Medical AI Terms of Service

Last Updated: 8 July 2026

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the ORYX Medical AI platform, including the ORYX Electronic Medical Records system and any associated modules, features, or services (collectively, the "Service").

By accessing or using the Service, you agree to be legally bound by these Terms. If you do not agree, you must not access or use the Service.

These Terms constitute a binding agreement between you and Oryx Software Solutions LLC-FZ ("ORYX", "we", "us", or "our").

2. Service Description

ORYX provides a cloud-based Electronic Medical Records (EMR) system designed to support healthcare providers in the documentation, storage, management, and retrieval of patient medical records and administrative data.

The Service includes core EMR functionality such as (non-exhaustive):

- Patient record management
- Clinical documentation
- Appointment and encounter tracking
- Medical history, notes, and attachments
- Role-based access control
- Audit logs and system security features

Certain optional or advanced modules may include automation, artificial intelligence, messaging, integrations, and analytics features.

ORYX is a technology provider only and does not provide medical, clinical, diagnostic, or treatment services.

3. Medical Disclaimer & Clinical Responsibility

The Service is a documentation and workflow support system only.

- ORYX does not practice medicine and does not make clinical decisions.
- All diagnoses, treatments, prescriptions, and patient care decisions remain solely the responsibility of the licensed healthcare provider.
- Any decision made using information stored in or generated by the Service is made at the user's own professional judgment and risk.

The Service is not intended for emergency use, real-time critical monitoring, or life-critical decision-making. ORYX does not guarantee uninterrupted availability, real-time performance, or suitability for urgent or emergency medical situations. The Service is not a medical device and is not certified as such unless explicitly stated.

Unless explicitly discharged by an authorized user before the end of the applicable day, any appointment remaining open within the Service will be automatically marked as discharged by the system for operational and reporting purposes. The facility and its healthcare providers remain solely responsible for ensuring that all clinical documentation, diagnoses, prescriptions, procedures, and encounter information are complete and accurate prior to such automatic discharge. ORYX shall not be liable for any consequences arising from incomplete documentation or failure to manually discharge an appointment before automatic system processing.

4. User Responsibilities

You agree to:

- Use the Service only for lawful purposes and within your professional scope.
- Ensure all patient data entered into the system is accurate, complete, and lawful.

- Maintain appropriate professional licenses and authorizations.
- Comply with all applicable healthcare, data protection, and professional regulations.
- Ensure that all staff accessing the system do so under your authority and supervision.
- Ensure the accuracy, completeness, and ongoing maintenance of all reference and configuration data within the Service, including but not limited to ICD-10 codes, CPT/CDT codes, DDC codes, medication catalogs, naming conventions, clinical templates, and other configurable reference datasets made available through the Service. The Facility acknowledges that such information may be modified by authorized users through the Service settings and accepts sole responsibility for its correctness and use.

You are responsible for all activity conducted under your account(s).

4.1 User Account Deactivation and Former Staff

You are solely responsible for managing and maintaining the accuracy of user access within your organization. This includes promptly disabling or removing access for any staff member, contractor, or user who leaves your organization or is no longer authorized to access the Service.

ORYX shall not be responsible for any unauthorized access, use, or actions carried out by individuals whose access was not revoked in a timely manner by you. You remain fully responsible for all activity conducted through accounts associated with your organization, including accounts of former users who retain access due to your failure to deactivate them.

5. Account Registration, Licensing & Access

5.1 Doctor-Based Licensing

- The Service is licensed per doctor, per month.
- Each doctor requires an individual, named license.
- Additional clinic staff (e.g., nurses, assistants, reception staff) may be granted access at no additional cost, subject to your subscription plan and ORYX policies.

ORYX reserves the right to change licensing models, pricing structures, or access rules with at least thirty (30) days' prior notice. Continued use of the Service after such notice period constitutes acceptance of the updated terms.

5.2 Account Security

You are responsible for:

- Maintaining the confidentiality of login credentials.
- Immediately notifying ORYX of any unauthorized access or security breach.
- Ensuring access is revoked for former staff or unauthorized users.

5.3 Super-Admin Acceptance for Staff

Each licensed doctor or designated super-admin may accept these Terms on behalf of all staff members under their authority. Acceptance by a super-admin constitutes acceptance for the associated staff users.

5.4 Appointment of Super-Admins

Creation of a super-admin account requires written authorization from the clinic's CEO or equivalent authorized officer. ORYX relies on such authorization and treats super-admins as fully authorized representatives of the clinic. The clinic remains responsible for ensuring that super-admins act in accordance with these Terms and applicable law.

6. Fees, Subscriptions & Billing

- Fees are charged per licensed doctor per month, unless otherwise agreed in writing.
- Subscription prices, billing cycles, and plan structures may change upon at least thirty (30) days' prior notice.
- ORYX may introduce new subscription tiers, feature-based pricing, or usage-based pricing.
- You may terminate your subscription before the effective date of any pricing change. Continued use of the Service after such date constitutes acceptance of the updated pricing.

Failure to pay fees may result in suspension or termination of access.

The Service includes a specified amount of storage without additional charge. Current storage allocations, usage, applicable pricing for additional storage, and any related charges are displayed within the Service settings. ORYX may revise storage pricing from time to time upon at least thirty (30) days' prior notice.

7. Included vs Paid Features

7.1 Included in the Base EMR License

The base license includes core EMR functionality required for standard clinical documentation and record management.

7.2 Paid / Optional Features

The following are not included in the base EMR license and may be offered as paid add-ons, separate subscriptions, or professional services:

- AI chatbot or AI-driven features
- WhatsApp, SMS, or email automation
- Email or external system integrations
- Advanced customizations
- Integrations with third-party software, hardware, or medical equipment
- Consulting or advisory services
- Advanced training or support beyond standard onboarding
- Advanced or priority support
- Future advanced AI capabilities
- Payment processing or financial services

Pricing for WhatsApp messaging and other usage-based services may vary over time due to changes in third-party provider pricing, regulatory requirements, or operational costs. ORYX will provide reasonable prior notice of any material pricing changes, including through the Service or other communication channels. Continued use of the applicable service following the effective date constitutes acceptance of the updated pricing.

7.3 Oryx Lab Module

ORYX may offer an additional module known as "Oryx Lab," which includes laboratory and supply management functionality.

Access to Oryx Lab is not included in the base EMR license and is provided only upon request and activation by ORYX. Clinics that elect to use Oryx Lab will be charged the applicable fees as agreed in writing or as communicated by ORYX.

ORYX reserves the right to modify the features, scope, and pricing of Oryx Lab with reasonable prior notice. Continued use of the module constitutes acceptance of the applicable fees and any updates.

7.4 Data Migration

ORYX will perform a migration of data from the Facility's previous electronic medical record system.

Unless otherwise agreed in writing, the standard migration includes only:

- Patient demographic information;
- Medical history, including diagnoses, procedures, prescriptions, and vital signs.

No other data, including but not limited to appointments, billing records, invoices, financial information, audit logs, documents, attachments, images, communications, templates, or system configuration settings, shall be migrated as part of the standard migration process.

ORYX may, at its sole discretion, agree to perform bespoke or additional data migration services on a case-by-case basis, which may be subject to additional fees, technical limitations, or separate written agreement.

ORYX reserves the right to modify the scope of its standard migration offering from time to time. Any such changes shall be reflected in these Terms or otherwise communicated to the Facility.

8. Privacy, Data Security & Usage

You retain ownership of patient data you input into the Service. ORYX acts as a data processor and hosts data on your behalf. ORYX implements commercially reasonable administrative, technical, and organizational measures, including encryption, to protect data processed through the Service. All data transfers, including patient records, audio, streams, and transcriptions, are transferred and stored through encrypted, secure channels in alignment with applicable DHA and NABIDH guidelines where relevant.

You acknowledge that:

- You are responsible for obtaining all necessary patient consents and lawful bases for processing.
- You are responsible for configuring and using the Service in a compliant manner.
- ORYX may engage third-party subprocessors (including cloud infrastructure providers) to deliver the Service, subject to appropriate data protection safeguards.
- ORYX will notify users of data breaches affecting personal data without undue delay, in accordance with applicable law.
- ORYX is not liable for breaches caused by user misuse, credential sharing, or third-party systems.

9. Regulatory Compliance

ORYX aims to align with relevant healthcare and data protection standards, including (where applicable) the DHA / NABIDH

However, ultimate compliance responsibility rests with the user, including how the Service is configured and used within their practice.

ORYX is continuously updating our security and compliance protocols to meet the highest industry standards.

The Facility acknowledges that its participation in healthcare interoperability initiatives, including NABIDH, may impose obligations, minimum participation periods, technical requirements, or other conditions established by the applicable regulatory authority. The Facility accepts that compliance with such regulatory requirements may require continued use of the Service for a prescribed period or until applicable regulatory obligations have been satisfied. ORYX shall not be responsible for any obligations imposed directly by regulatory authorities, and nothing in these Terms shall be interpreted as limiting or overriding such requirements.

10. Experimental & Evolving Features

Certain features may be released as beta, experimental, or early-access offerings.

These features:

- May change or be discontinued without notice
- May contain limitations or errors
- Are provided without guarantees of performance or accuracy

11. Intellectual Property

All software, source code, architecture, interfaces, trademarks, logos, and documentation are the exclusive property of ORYX Software Solutions LLC-FZ.

You receive a limited, non-exclusive, non-transferable license to use the Service during your subscription period.

No ownership rights are transferred.

12. Termination & Suspension

ORYX may suspend or terminate access:

- For breach of these Terms
- For non-payment

- For security or legal reasons

Upon termination:

- Access to the Service will cease
- Data export will be provided by ORYX in a machine-readable format for free, in accordance with the rightful ownership of the data by the user.
- ORYX will make such data available for export for a minimum period of thirty (30) days following termination, after which ORYX reserves the right to securely delete the data in accordance with applicable laws and internal retention policies

ORYX may not be held liable for the user's or another software provider's inability to extract, interpret or integrate the provided data.

13. Limitation of Liability

To the maximum extent permitted by law, ORYX, its affiliates, officers, directors, employees, shareholders, and agents shall not be liable for:

- Medical malpractice
- Misdiagnosis
- Treatment errors
- Data loss
- Business interruption
- Lost profits
- Indirect, incidental, or consequential damages

Except where prohibited by law, including in cases of gross negligence, willful misconduct, or fraud, in no event shall ORYX's total liability exceed the fees paid by you in the three (3) months preceding the event giving rise to the claim.

14. Indemnification

You agree to indemnify and hold harmless ORYX and its shareholders from any claims, damages, losses, or liabilities arising from:

- Your use of the Service
- Your clinical decisions or provision of medical care
- Your regulatory non-compliance
- Your breach of these Terms

ORYX shall promptly notify you of any such claim and reasonably cooperate in the defense. You shall not settle any claim that imposes liability or obligations on ORYX without ORYX's prior written consent, not to be unreasonably withheld.

15. Changes to the Terms

ORYX may update these Terms at any time. Updated Terms take effect upon posting. Continued use constitutes acceptance.

16. Governing Law

These Terms are governed by the laws of the Emirate of Dubai, unless otherwise required by mandatory law.

17. Contact Information

If you have any questions about these Terms of Service, please contact us at maha.khamlichi@oryxmedical.ai or +971 (0) 585871103.