

DTxFIM Terms of Use & Privacy Policy

Effective Date: November 7, 2025

Last Updated: November 7, 2025

Welcome to **DTxFIM**, a Digital Therapeutic for Food is Medicine platform designed to support nutrition, wellness, behavior change, and health outcomes (“DTxFIM,” “we,” “us,” “our”). These Terms of Use and Privacy Policy (collectively, the “Agreement”) apply to your use of the DTxFIM application, website(s), software, content, communication tools, and all related services (collectively, the “**Platform**” or “**Services**”).

BY CREATING AN ACCOUNT, ACCESSING, OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE, YOU MUST NOT USE THE PLATFORM.

1. DTxFIM Is Not a Medical Provider

DTxFIM™ **does not provide medical advice or clinical care.**

Clinical services, including diagnoses, treatment, medication management, orders, or prescriptions (“Clinical Services”), may be provided by **independent medical groups or licensed healthcare professionals** (“Medical Providers”), which are **separate legal entities** not owned or controlled by DTxFIM.

- Medical Providers are **solely responsible** for all medical decisions and Clinical Services.
- Medical Providers will supply you with a **Notice of Privacy Practices** covering their use of **Protected Health Information (PHI)** under **HIPAA**.

DTxFIM provides **technology, engagement tools, educational content, and care coordination support, not medical treatment.**

2. Eligibility

You must:

- Be at least **18 years old**
- Reside in the **United States** where DTxFIM Services are offered
- Have legal capacity to enter this Agreement

The Platform is **not for minors** and must not be used by individuals under age 18.

3. Key Definitions

Term	Meaning
“Platform”	DTxFIM mobile app, website(s), software, and digital systems.
“Services”	Non-clinical education, engagement, data tracking, coordination, and wellness support.
“Clinical Services”	Medical treatment provided only by independent licensed healthcare providers.
“Personal Information”	Information linked or linkable to you.
“PHI”	Protected Health Information governed by HIPAA.
“User,” “You,” “Your”	The individual using the Platform.

PRIVACY POLICY

4. Personal Information We Collect

We may collect:

- Identifiers (name, DOB, email, phone, address)
- Account credentials
- Health, wellness, and behavioral information you enter into the Platform
- Device information (IP address, device type, OS, browsing activity)
- Location data (where permitted)
- Survey responses, meal logs, preferences, and usage patterns

Protected Health Information (PHI)

Where PHI is involved, it is governed by **HIPAA** and your Medical Provider’s **Notice of Privacy Practices**.

DTxFIM may act as a **HIPAA Business Associate** only for permitted treatment, payment, and operations support.

PHI is not used for advertising, marketing, or data mining without your express written authorization.

5. How We Collect Personal Information

We collect Personal Information:

- **Directly from you** when you communicate with us or use the Platform
- Through **third-party partners**, including medical providers, your insurer, employer, or benefits program
- Through **payments** processed via third-party processors (we do **not** store full card numbers)
- When you **contact customer support**
- **Automatically** through tracking technologies, including:

Cookies & Device Tracking

We and our service providers use cookies, pixels, web beacons, SDKs, and local storage to support:

- Login and security
- Performance optimization
- Usage analytics
- Fraud prevention
- (Where permitted) advertising and retargeting

You may disable cookies in your browser or device settings, but some features may not function.

Advertising & Analytics Tools Used

We may use:

Tool	Purpose	More Info
Facebook Pixel & Instagram	Attribution, cross-device analytics, targeted advertising	https://www.facebook.com/about/privacy/
Freshpaint	Event tracking & analytics	https://www.freshpaint.io/privacy-policy

Tool	Purpose	More Info
Google Analytics	Usage measurement	https://www.google.com/policies/privacy/partners/
Google Ads	Remarketing & audience management	http://www.google.com/settings/ads
Mixpanel	Product analytics & behavior insights	See Mixpanel Terms
Stripe	Payments & fraud prevention	Stripe Privacy Policy

HIPAA Restriction: PHI is **not** used with these tools for targeted advertising.

6. How We Use Personal Information

We may use Personal Information to:

- Operate, maintain, enhance, and secure the Platform
- Support onboarding, engagement, reminders, and user experience
- Provide customer support
- Improve algorithms, machine learning, personalization, and product development
- Conduct analytics, research, reporting, and outcomes evaluation
- Send you recommended content and program communications
- Send marketing communications (you may opt out — see Section 9)
- Comply with laws, enforce this Agreement, and protect rights and security

We may create de-identified and aggregated data, and we may use and share such data for any lawful business purpose.

7. Data Ownership & License to Use

You agree that:

- **DTxFIM owns all aggregated, de-identified, analytical, derivative, and generated data**

- You grant DTxFIM a **worldwide, irrevocable, royalty-free, perpetual license** to use submitted information for:
 - Service delivery
 - Care coordination support
 - AI training and personalization
 - Engagement and outcomes improvement
 - Research and analytics
 - Program evaluation and donation reporting

You waive any claim to ownership or compensation for such use.

8. How We Share Personal Information

We may share Personal Information:

- With your Medical Provider to support treatment
- With service vendors and data processors operating under confidentiality obligations
- With your insurance plan or benefits program (where applicable)
- To comply with law, legal requests, or regulatory requirements
- In corporate transactions (merger, acquisition, restructuring)
- As otherwise permitted by you

We do NOT:

- Sell Personal Information
- Share mobile text messaging opt-in data for marketing

PHI is only shared as permitted under HIPAA.

9. Your Privacy Choices

You may:

- **Opt out of marketing emails:** click “Unsubscribe”
- **Opt out of SMS:** reply **STOP**
- **Manage cookies/limit tracking** using browser/device controls

- **Opt out of targeted ads:**
 - NAI: <http://www.networkadvertising.org/choices/>
 - DAA: <http://www.aboutads.info/choices/>

PHI opt-outs follow HIPAA rules via your Medical Provider's Notice of Privacy Practices.

10. Security

We use administrative, physical, and technical safeguards consistent with HIPAA and industry standards.

However, **no system is guaranteed secure.**

Use the Platform **at your own risk** and protect your passwords.

TERMS OF USE

11. User Responsibilities

You agree to:

- Use the Platform only for lawful purposes
- Not misuse, reverse-engineer, modify, or disrupt the Platform
- Provide accurate information

12. No Medical Advice

Platform content is **educational only** and is **not medical advice.**

All medical decisions must be made **between you and your Medical Provider.**

13. Disclaimer of Warranties

THE PLATFORM AND SERVICES ARE PROVIDED **"AS IS"** WITHOUT WARRANTIES OF ANY KIND.

WE DO **NOT GUARANTEE ANY HEALTH OUTCOME**, CHANGE, OR IMPROVEMENT.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- DTXFIM SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

- **OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO DTxFIM IN THE 12 MONTHS PRECEDING THE CLAIM.**

MEDICAL PROVIDERS ARE **SOLELY RESPONSIBLE** FOR CLINICAL SERVICES.

15. Indemnification

You agree to **defend, indemnify, and hold harmless** DTxFIM and its affiliates, officers, employees, contractors, licensors, and partners from any claims arising out of:

- Your use of the Platform
- Your reliance on Platform information
- Any breach of this Agreement
- Any disclosure you choose to make of your information

16. Termination

We may suspend or terminate access at any time.

You may request account deletion via privacy@dtxfim.com.

17. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the **State of Texas**.

All disputes shall be resolved by **binding arbitration** administered by the **American Arbitration Association (AAA)**.

YOU WAIVE ANY RIGHT TO A CLASS ACTION.

18. Changes

We may update this Agreement at any time.

Continued use constitutes acceptance.

19. Contact Us

DTxFIM, LLC

Email: privacy@dtxfim.com

Support: support@dtxfim.com

FINAL ACCEPTANCE ACKNOWLEDGMENT

BY CLICKING “ACCEPT,” SIGNING, OR USING THE PLATFORM, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT.