

# **BUILDWICK SOLUTIONS, INC.**

VORTEX CONTACT INTELLIGENCE PLATFORM

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## **Terms and Conditions**

Governing your access to and use of the Vortex Platform

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**Last Updated: February 28, 2026**

Oakridge, North Carolina, United States

[contact@buildwicksolutions.com](mailto:contact@buildwicksolutions.com)

## Terms and Conditions

These Terms and Conditions (“Terms”) govern your access to and use of the Vortex Contact Intelligence Platform (“Platform” or “Service”) provided by Buildwick Solutions, Inc. (“Buildwick,” “we,” “us,” or “our”). Please read these Terms carefully before using the Platform. By clicking “I Agree,” creating an account, or otherwise accessing the Platform, you (“User,” “you,” or “your”) agree to be bound by these Terms. If you are entering into these Terms on behalf of a business entity, you represent that you have authority to bind that entity.

### 2.1 Eligibility

You must be at least 18 years of age and have the legal authority to enter into binding contracts to use Vortex. By using the Platform, you represent and warrant that you meet these requirements. Use of the Platform by individuals under 18 is strictly prohibited.

### 2.2 Account Registration and Security

To access the Platform, you must register for an account. You agree to:

- Provide accurate, current, and complete registration information
- Maintain and promptly update your account information
- Keep your login credentials confidential and not share them with unauthorized parties
- Notify us promptly at [contact@buildwicksolutions.com](mailto:contact@buildwicksolutions.com) of any unauthorized use of your account
- Accept responsibility for all activities that occur under your account

Buildwick reserves the right to suspend or terminate accounts that are associated with fraudulent, abusive, or unauthorized activity.

### 2.3 License and Permitted Use

Subject to these Terms and payment of applicable fees, Buildwick grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your internal business operations.

#### Permitted Uses

- Managing patient communication and appointment workflows
- Processing insurance eligibility verifications and claim submissions
- Accessing AI-generated call analytics and business intelligence dashboards
- Sending SMS and managing call center operations for your organization

#### Prohibited Uses

You agree not to:

- Reverse engineer, decompile, disassemble, or attempt to derive source code from the Platform
- Resell, sublicense, or provide access to the Platform to any third party without our written consent
- Use the Platform to send unsolicited communications (spam) or violate anti-spam laws including the TCPA, CAN-SPAM Act, or CTIA guidelines
- Upload, transmit, or distribute malware, viruses, or any malicious code

- Attempt to gain unauthorized access to our systems, other accounts, or third-party networks
- Use automated tools to scrape, crawl, or extract data from the Platform without permission
- Record calls or collect communications data in violation of applicable wiretapping or consent laws
- Use the Platform for any unlawful purpose or in violation of any applicable regulation
- Send marketing SMS or other promotional communications outside of 8:00 AM to 9:00 PM in the recipient's local time zone

## 2.4 Telecommunications and Recording Compliance

Vortex enables recording of telephone calls. You are solely responsible for compliance with all applicable federal, state, and local laws governing call recording and monitoring, including:

- **One-Party Consent States:** Recording is generally permitted with the consent of at least one party to the call.
- **Two-Party / All-Party Consent States:** Recording requires the consent of all parties. States with all-party consent requirements include, but may not be limited to, California, Connecticut, Delaware, Florida, Illinois, Maryland, Massachusetts, Michigan, Montana, New Hampshire, Oregon, Pennsylvania, Vermont, and Washington. You must implement appropriate disclosures and obtain consent before recording.

Buildwick provides tools to facilitate consent disclosures (such as pre-call announcements) but does not monitor or enforce your compliance. You bear full legal responsibility for obtaining required consents. Buildwick disclaims any liability arising from your failure to comply with applicable recording consent laws.

### 2.4.1 SMS Communications and Text Messaging

Vortex sends SMS text messages to patients and customers who have explicitly opted in to receive communications. By providing your phone number and checking the consent box on our intake or scheduling form, you agree to receive SMS text messages from Vortex (operated by Buildwick Solutions, Inc.) including appointment reminders, confirmations, rescheduling notifications, and account-related messages.

- Message frequency varies based on your appointment and account activity
- Message and data rates may apply depending on your carrier plan
- Consent to receive SMS is not a condition of purchase or service
- To opt out at any time, reply STOP to any message; you will receive one confirmation message and no further messages will be sent
- To request assistance, reply HELP or contact us at [contact@buildwicksolutions.com](mailto:contact@buildwicksolutions.com)
- For more information, see our Privacy Policy at <https://www.buildwicksolutions.com/privacy-policy/>

### TCPA Compliance Provisions

The Vortex Platform is designed to support compliance with the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and FCC regulations. The Platform incorporates the following features:

- Consent capture mechanisms for prior express written consent before sending marketing or promotional SMS messages
- Time-of-day enforcement to restrict marketing messages to between 8:00 AM and 9:00 PM in the recipient's local time zone
- Opt-out keyword support: STOP, CANCEL, END, QUIT, UNSUBSCRIBE, and REMOVE are all honored in real time

- A single opt-out confirmation message is sent upon unsubscription
- Integration with the National Do Not Call Registry for list scrubbing
- Consent record retention for a minimum of 5 years
- Sender identification in each SMS message

Notwithstanding the availability of these compliance tools, the Platform customer (the healthcare practice or business) remains solely responsible for ensuring its own compliance with the TCPA, FCC rules, applicable state telecommunications laws, and any other applicable regulations. Buildwick provides tools designed to assist with compliance but does not guarantee compliance and does not provide legal advice.

### **CTIA Guidelines**

SMS communications sent through Vortex are designed to align with CTIA (Cellular Telecommunications Industry Association) Messaging Principles and Best Practices, including: clear program descriptions at the point of opt-in; disclosure of message frequency, potential charges, and opt-out instructions; support for standard keywords (STOP, HELP, START, YES, UNSTOP); and message content that is truthful and non-deceptive.

### **10DLC Registration**

Vortex's SMS messaging operates through registered 10-Digit Long Code (10DLC) phone numbers in compliance with carrier registration requirements and the Campaign Registry (TCR). Customers acknowledge that SMS campaigns are subject to carrier-imposed throughput limits based on trust scores assigned during 10DLC registration and vetting. Buildwick maintains registrations for active SMS campaigns and monitors for compliance with evolving carrier policies.

## **2.5 Healthcare-Specific Obligations**

If you are a Covered Entity or Business Associate under HIPAA, your use of the Platform for processing PHI is subject to the execution of a Business Associate Agreement (BAA) with Buildwick. By using healthcare-related features without an executed BAA, you represent that your use does not involve PHI.

You are solely responsible for:

- Determining whether your use of Vortex involves PHI
- Requesting and executing a BAA prior to inputting PHI into the Platform
- Ensuring your agents and staff comply with HIPAA requirements when using the Platform
- Implementing appropriate minimum necessary standards when sharing patient data through Vortex
- Obtaining patient authorization or consent where required for SMS communications that may contain PHI

Buildwick's obligations with respect to PHI are limited to those expressly set forth in the executed BAA. Buildwick disclaims any liability arising from your failure to execute a BAA prior to inputting PHI or from your failure to comply with HIPAA.

## **2.6 Payment Terms**

Access to paid features of Vortex is subject to payment of subscription fees as described in your selected plan.

- Subscription fees are billed monthly or annually in advance via our payment processor
- All fees are non-refundable except as required by applicable law or expressly stated in your subscription agreement

- We reserve the right to modify pricing with at least 30 days' written notice
- Failure to pay may result in suspension or termination of your account
- You are responsible for all applicable taxes

## 2.7 Intellectual Property

All software, algorithms, interfaces, trademarks, logos, designs, and content provided through Vortex are the exclusive property of Buildwick Solutions, Inc. or its licensors. Nothing in these Terms grants you any ownership interest in the Platform.

You retain ownership of all data and content you submit to the Platform ("Customer Data"). By submitting Customer Data, you grant Buildwick a limited, worldwide license to process, store, and transmit that data solely for the purpose of providing the Service and as described in our Privacy Policy.

## 2.8 Confidentiality

Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to disclose such information to third parties without prior written consent. Confidential Information includes pricing, technical specifications, customer data, and any information designated as confidential. Confidential Information does not include information that: (a) is publicly available through no fault of the receiving party; (b) was in the receiving party's possession prior to disclosure; (c) is independently developed by the receiving party without reference to Confidential Information; or (d) is required to be disclosed by law or court order, provided that the disclosing party is given reasonable notice where permitted.

## 2.9 Disclaimer of Warranties

**THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION.**

Buildwick does not warrant that: (a) the Platform will meet your specific requirements; (b) the Platform will be available at all times without interruption; (c) AI-generated insights, transcripts, or denial risk scores will be accurate, complete, or error-free; or (d) any errors will be corrected within a specific timeframe. You acknowledge that AI-generated outputs are provided for informational purposes and should not be relied upon as the sole basis for clinical, legal, or financial decisions.

## 2.10 Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUILDWICK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**BUILDWICK'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO BUILDWICK IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, Buildwick's liability shall be limited to the fullest extent permitted by applicable law.

## 2.11 Indemnification

You agree to indemnify, defend, and hold harmless Buildwick Solutions, Inc., its officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any applicable law or regulation, including HIPAA, TCPA, and state telecommunications laws; (d) your violation of any third-party rights; (e) any Customer Data you submit to the Platform; or (f) your failure to obtain required consents for call recording or SMS communications.

## 2.12 Termination

Either party may terminate these Terms at any time by providing written notice. Buildwick may immediately suspend or terminate your access if:

- You materially breach these Terms and fail to cure such breach within 10 days of written notice
- You engage in fraudulent, abusive, or illegal conduct
- You fail to pay applicable fees after notice
- We are required to do so by law or regulation

Upon termination, your right to access the Platform ceases immediately. Data deletion will occur as described in our Privacy Policy. Sections 2.7 (Intellectual Property), 2.8 (Confidentiality), 2.9 (Disclaimer of Warranties), 2.10 (Limitation of Liability), 2.11 (Indemnification), and 2.13 (Governing Law) shall survive termination.

## 2.13 Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of North Carolina, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall take place in North Carolina. Judgment on the award rendered may be entered in any court having jurisdiction thereof.

**CLASS ACTION WAIVER: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING AGAINST BUILDWICK.**

## 2.14 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from causes beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, pandemics, labor disputes, governmental actions, power failures, Internet disturbances, carrier outages, or acts of terrorism.

## 2.15 Severability

If any provision of these Terms is held to be unenforceable or invalid by a court of competent jurisdiction, that provision will be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed. The remaining provisions will continue in full force and effect.

## 2.16 Entire Agreement

These Terms, together with our Privacy Policy, SMS Terms of Service, and any executed BAA or subscription agreement, constitute the entire agreement between you and Buildwick regarding the use of the Platform and supersede all prior agreements, representations, and understandings, whether written or oral.

## **2.17 Modifications to Terms**

We reserve the right to modify these Terms at any time. Material changes will be communicated to you via email and/or platform notification at least 30 days in advance. Your continued use of the Platform after the effective date of modified Terms constitutes acceptance of the updated Terms.

## **2.18 Assignment**

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Buildwick. Buildwick may assign these Terms in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets.

## **2.19 No Waiver**

The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by the waiving party.