

Wild Elm Terms of Service

Version 1.0

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Terms of Service

1. Introduction

Welcome to Wild Elm.

These Terms of Service ("Terms") govern your access to and use of the Wild Elm website, software platform, applications, APIs, communications services, documentation, and related products and services (collectively, the "Services") provided by Wild Elm, Inc. ("Wild Elm," "we," "our," or "us").

By accessing or using the Services, you agree to be bound by these Terms.

If you are entering into these Terms on behalf of an organization, you represent that you have authority to bind that organization. In that case, "you" refers to both you and the organization you represent.

If you do not agree to these Terms, you may not access or use the Services.

2. Purpose of the Platform

Wild Elm provides intelligent operational infrastructure for healthcare organizations.

Our platform is designed to support activities such as:

- Patient access and scheduling
- AI-assisted communications
- Workflow coordination
- Capacity optimization
- Operational intelligence
- Multi-site operations
- Administrative automation

Wild Elm is intended to support healthcare operations by improving coordination, reducing administrative burden, and increasing operational visibility.

Wild Elm is not intended to practice medicine, diagnose disease, prescribe treatment, or replace the professional judgment of licensed healthcare providers.

Clinical decisions remain solely the responsibility of qualified healthcare professionals.

3. Eligibility

You may use the Services only if:

- you are at least eighteen (18) years of age (or the age of majority in your jurisdiction);
- you have authority to enter into legally binding agreements;

- your use complies with applicable laws and regulations; and
- you are not prohibited from receiving the Services under applicable law.

Healthcare organizations are responsible for ensuring that Authorized Users comply with these Terms.

4. Definitions

For purposes of these Terms:

"Customer"

The healthcare organization, medical practice, health system, ambulatory surgery center, management services organization, or other legal entity entering into an agreement with Wild Elm.

"Authorized User"

An individual authorized by a Customer to access or use the Services.

Examples include:

- physicians
- nurses
- schedulers
- administrative personnel
- contact center personnel
- executives
- contractors authorized by Customer

"Customer Data"

All information submitted to or processed through the Services by or on behalf of the Customer, including operational information, scheduling information, communications, patient information, workflow data, and other information associated with Customer's use of the Services.

Customer Data may include Protected Health Information ("PHI").

"Services"

The Wild Elm platform, software, hosted services, APIs, communications capabilities, documentation, artificial intelligence capabilities, workflow automation, operational intelligence tools, websites, and related offerings.

"Subscription"

The right granted to Customer under a separate Order Form, Master Subscription Agreement ("MSA"), or similar agreement to access and use the Services.

"Documentation"

Any user guides, implementation materials, technical documentation, training materials, or product documentation provided by Wild Elm.

5. Acceptance of These Terms

By using the Services, you acknowledge that you have:

- read these Terms;
- understood these Terms;

- agreed to these Terms; and
- agreed to comply with all applicable laws.

Certain Services may be governed by additional agreements, including:

- Master Subscription Agreements
- Order Forms
- Business Associate Agreements
- Data Processing Addenda
- Professional Services Agreements
- Implementation Statements of Work

If there is a conflict between these Terms and a separately executed written agreement, the written agreement will control to the extent of the conflict.

6. Your Account

Certain Services require the creation of user accounts.

You agree to:

- provide accurate information;
- maintain current account information;
- maintain the confidentiality of login credentials;
- promptly notify Wild Elm of unauthorized account use;
- prevent unauthorized access to your account.

You are responsible for all activities occurring under your account unless caused by Wild Elm's failure to maintain reasonable security controls.

Wild Elm is not responsible for losses resulting from failure to safeguard account credentials.

7. Authorized Users

Customers are responsible for:

- assigning Authorized Users;
- managing permissions;
- removing access when appropriate;
- ensuring Authorized Users comply with these Terms.

Wild Elm provides configurable role-based access controls. Customers remain responsible for configuring user permissions appropriate for their organization.

8. Subscription & License

Subject to these Terms and applicable agreements, Wild Elm grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the applicable Subscription Term solely for Customer's internal business purposes.

Except as expressly permitted, Customer may not:

- sublicense the Services;
- sell access to the Services;
- rent or lease the Services;
- distribute the Services;
- provide hosted access to third parties;
- create derivative works based upon the Services except as permitted by law.

No ownership rights are transferred under these Terms.

Wild Elm retains all rights not expressly granted.

9. Acceptable Use

Customers and Authorized Users agree to use the Services responsibly and in accordance with applicable law.

You agree not to:

a. Illegal Activities

- Use the Services for unlawful purposes or in violation of applicable laws or regulations.

b. Unauthorized Access

- Attempt to:
 - bypass authentication;
 - gain unauthorized access;
 - interfere with system security;
 - circumvent access controls;
 - probe vulnerabilities without authorization.

c. Reverse Engineering

- Except where prohibited by law, you may not:
 - reverse engineer;
 - decompile;
 - disassemble;
 - attempt to discover source code;
 - copy proprietary functionality.

d. Interference

- You may not:
 - disrupt Services;
 - overload infrastructure;
 - introduce malware;
 - interfere with other customers;
 - attempt denial-of-service attacks.

e. Misuse of AI Capabilities

- You may not use Wild Elm's AI capabilities to:
 - generate unlawful content;
 - impersonate others;
 - circumvent healthcare regulations;
 - automate fraudulent communications;
 - create deceptive patient interactions;

6. violate patient privacy;
7. make independent clinical decisions.

Wild Elm reserves the right to suspend AI functionality where misuse creates security, safety, legal, or operational risks.

f. Unauthorized Data Collection

- i. You may not:
 1. scrape the Services;
 2. harvest user information;
 3. build competing datasets using the Services;
 4. use automated means to extract information beyond documented APIs.

g. Intellectual Property Violations

You may not upload information that infringes the intellectual property rights of others.

Healthcare Compliance

Customers remain responsible for ensuring their use of the Services complies with:

- HIPAA
- HITECH
- applicable medical licensing requirements
- state privacy laws
- healthcare regulations applicable to their organization

Wild Elm provides technology designed to support compliant operations but does not guarantee Customer compliance with applicable laws.

10. Availability of Services

Wild Elm continually improves and updates the Services.

Accordingly, we may:

- enhance existing functionality;
- introduce new capabilities;
- improve performance;
- modify interfaces;
- discontinue legacy features where appropriate.

We strive to minimize disruptions and provide reasonable advance notice for material changes whenever practical.

Wild Elm does not guarantee that every feature will remain available indefinitely.

11. Beta Features

From time to time, Wild Elm may offer features identified as:

- Beta
- Preview
- Early Access

- Pilot
- Experimental

These features are provided to support innovation and customer collaboration.

Beta features may:

- change substantially;
- contain defects;
- be modified or discontinued;
- have limited support.

Unless otherwise agreed in writing, Beta features are provided "as is."

Customer feedback regarding Beta features helps improve future product development.

12. Product Roadmap

Any statements regarding planned functionality, future features, or product roadmap are intended solely to communicate Wild Elm's current development direction.

Nothing in these Terms obligates Wild Elm to deliver any particular future functionality according to any specific timeline.

Customers should make purchasing decisions based upon currently available functionality.

13. Artificial Intelligence & Automation

Wild Elm incorporates artificial intelligence ("AI"), machine learning, deterministic rules, workflow automation, optimization algorithms, and predictive models to assist healthcare organizations with operational coordination.

Examples include:

- Appointment scheduling
- Capacity forecasting
- Waitlist optimization
- Patient communications
- Workflow routing
- Operational recommendations
- Resource optimization
- Administrative automation
- Multi-site coordination

AI capabilities are intended to augment, not replace human decision-making.

Operational AI

Wild Elm's AI is designed to improve healthcare operations.

The Services are not intended to:

- diagnose disease;
- recommend treatment;
- prescribe medication;
- interpret medical imaging;
- replace physician judgment;
- make autonomous clinical decisions.

Customers remain solely responsible for all clinical decisions.

Recommendations

Wild Elm may generate operational recommendations based upon available information.

Examples include:

- scheduling recommendations;
- provider recommendations;
- resource allocation;
- workflow prioritization;
- staffing recommendations;
- appointment optimization.

Recommendations are informational and operational in nature.

Customers remain responsible for determining whether to implement any recommendation.

Human Oversight

Wild Elm supports configurable human oversight.

Depending upon customer configuration, workflows may:

- require approval;
- require review;
- automatically execute;
- escalate to designated personnel;
- trigger manual intervention.

Customers determine which operational workflows require human review.

Continuous Improvement

Wild Elm continually improves its algorithms and operational models.

Except as otherwise agreed in writing, Wild Elm may use:

- aggregated information;
- de-identified information;
- anonymized operational metrics;

for purposes such as:

- improving Services;
- improving reliability;
- security monitoring;
- product development;
- research.

Wild Elm will not use identifiable Customer Data or Protected Health Information to train generalized AI models except as authorized by applicable agreements or law.

14. Customer Responsibilities

Customers are responsible for:

- configuring workflows;
- managing user permissions;
- validating operational policies;
- ensuring regulatory compliance;
- supervising Authorized Users;
- reviewing automated workflows where appropriate.

Customers acknowledge that operational decisions remain their responsibility.

Operational Configuration

Wild Elm provides configurable technology.

Customers determine:

- scheduling rules;
- workflow policies;
- escalation paths;
- staffing models;
- communication preferences;
- operational guardrails.

Wild Elm does not determine Customer operational policies.

Accuracy of Information

Customers are responsible for ensuring information submitted to the Services is accurate.

Wild Elm is not responsible for consequences resulting from inaccurate or incomplete Customer Data.

15. Customer Data

Customer retains ownership of all Customer Data.

Nothing in these Terms transfers ownership of Customer Data to Wild Elm.

Customer License

Customer grants Wild Elm a limited right to process Customer Data solely for purposes of:

- providing Services;
- supporting Customers;
- securing Services;
- maintaining infrastructure;
- fulfilling contractual obligations;
- complying with law.

This license terminates upon expiration or termination of applicable agreements except where retention is legally required.

Customer Responsibility

Customer represents that it possesses all necessary rights and permissions required to submit Customer Data to the Services.

Customer remains responsible for:

- obtaining required consents;
- complying with privacy laws;
- complying with healthcare regulations;
- maintaining legal authority over submitted information.

16. Protected Health Information

Where applicable, Wild Elm processes Protected Health Information ("PHI") as a Business Associate under HIPAA.

Processing of PHI is governed primarily by the applicable Business Associate Agreement ("BAA").

If a conflict exists between these Terms and an executed BAA, the BAA controls regarding PHI.

Minimum Necessary

Wild Elm seeks to process only the minimum information reasonably necessary to provide contracted Services.

Customer Responsibilities

Customers remain responsible for:

- determining permissible uses of PHI;
- obtaining patient authorizations where required;
- complying with HIPAA;
- responding to patient requests;
- determining retention obligations.

17. Security

Wild Elm maintains administrative, technical, and organizational safeguards designed to protect Customer Data.

Examples include:

- encryption;
- identity management;
- audit logging;
- vulnerability management;
- access controls;
- infrastructure monitoring;
- incident response.

Complete security information is available through the Wild Elm Trust Center.

Customer Security

Customers are responsible for:

- securing user credentials;
- maintaining endpoint security;
- managing Authorized Users;
- reviewing access permissions;
- reporting suspected compromise.

18. Third-Party Integrations

Wild Elm may integrate with third-party services.

Examples include:

- Electronic Health Records
- Practice Management Systems
- Communications providers
- Identity providers
- Calendar services
- Analytics platforms

Use of third-party services remains subject to those providers' own terms and privacy policies.

Wild Elm is not responsible for third-party services beyond its reasonable control.

Customer Integrations

Customers authorize Wild Elm to exchange information with integrated systems selected by Customer.

Customers remain responsible for ensuring appropriate permissions exist.

19. Intellectual Property

Wild Elm owns all right, title, and interest in the Services, including:

- software;

- source code;
- object code;
- APIs;
- workflows;
- algorithms;
- artificial intelligence models;
- documentation;
- user interfaces;
- trademarks;
- service marks;
- copyrights;
- trade secrets.

Except as expressly granted, no rights are transferred.

Trademarks

"Wild Elm" and associated logos are trademarks or service marks of Wild Elm, Inc.

Customers may not use Wild Elm branding without prior written permission except as reasonably necessary to identify Wild Elm as a service provider.

20. Customer Feedback

Customers may voluntarily provide:

- ideas;
- suggestions;
- enhancement requests;
- bug reports;
- usability observations;
- product feedback.

Unless otherwise agreed in writing, Customer grants Wild Elm a perpetual, worldwide, royalty-free right to use such feedback to improve the Services.

Wild Elm is not obligated to implement any suggestion.

21. Confidentiality

Each party agrees to protect the other's Confidential Information using at least reasonable care.

Confidential Information includes:

- pricing;
- implementation plans;
- software architecture;
- technical documentation;
- security information;
- customer information;
- product roadmaps;

- proprietary business information.

Exclusions

Confidential Information does not include information that:

- becomes publicly available without breach;
- was already known;
- is independently developed;
- is lawfully received from another source.

Required Disclosure

A party may disclose Confidential Information where required by law provided reasonable efforts are made to notify the other party where legally permitted.

22. Publicity

Unless otherwise agreed in writing:

Wild Elm may not publicly identify Customer as a customer without Customer's permission.

Customer may not publicly imply endorsement by Wild Elm without written permission.

Mutually approved case studies, testimonials, and marketing announcements may be developed separately.

23. Trust & Transparency

Wild Elm believes healthcare organizations should understand how their operational technology works.

Accordingly, Wild Elm strives to provide transparency regarding:

- security practices;
- privacy practices;
- governance;
- AI capabilities;
- operational safeguards.

Additional information may be made available through:

- Trust Center;
- Security documentation;
- Responsible AI materials;
- Privacy Policy;
- technical documentation.

Guiding Principles

Wild Elm develops technology according to the following principles:

- Operational intelligence should remain explainable.
- Automation should remain configurable.

- AI should augment people, not replace them.
- Customers retain ownership of their data.
- Privacy and security are foundational design principles.
- Trust is earned through transparency, accountability, and continuous improvement.

24. Fees & Payment

Customer agrees to pay all fees specified in the applicable Order Form, Master Subscription Agreement ("MSA"), Statement of Work ("SOW"), or other executed commercial agreement.

Unless otherwise agreed:

- Fees are stated in U.S. Dollars.
- Fees are non-refundable except as expressly provided in a written agreement.
- Invoices are due according to the applicable Order Form.
- Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.
- Customer is responsible for all applicable taxes, duties, and governmental assessments other than taxes based on Wild Elm's income.

Wild Elm may suspend Services for materially overdue accounts after providing reasonable written notice and an opportunity to cure.

25. Subscription Term & Renewal

Subscriptions begin on the Effective Date identified in the applicable Order Form.

Unless otherwise agreed in writing:

- Subscriptions renew automatically for successive renewal terms equal to the initial term.
- Either party may elect not to renew by providing written notice at least thirty (30) days before the end of the then-current subscription term.

Termination of a Subscription does not relieve Customer of payment obligations accrued prior to termination.

26. Suspension of Services

Wild Elm may suspend access to all or part of the Services if reasonably necessary to:

- protect the security or integrity of the Services;
- prevent unlawful activity;
- respond to a cybersecurity incident;
- comply with applicable law;
- prevent harm to Customers or third parties;
- address material breaches of these Terms;
- protect infrastructure from abuse.

Where practical, Wild Elm will provide advance notice and an opportunity to remedy the issue before suspension.

Nothing in this section limits Wild Elm's ability to immediately suspend access where necessary to protect the security or availability of the Services.

27. Termination

Either party may terminate an applicable agreement:

- as provided in the governing commercial agreement;
- for material breach not cured within thirty (30) days after written notice;
- immediately where permitted by applicable law.

Wild Elm may terminate access immediately for:

- fraudulent activity;
- illegal use;
- repeated security violations;
- intentional misuse of the Services.

Effect of Termination

Upon termination:

- Customer's license to use the Services ends;
- Authorized User access may be disabled;
- Customer remains responsible for outstanding fees;
- Customer Data will be handled in accordance with applicable agreements, the Privacy Policy, and Business Associate Agreements.

Sections intended to survive termination - including confidentiality, intellectual property, payment obligations, limitations of liability, dispute resolution, and governing law - will remain in effect.

28. Service Availability

Wild Elm is committed to providing reliable and resilient Services.

However, Customer acknowledges that temporary interruptions may occur due to:

- scheduled maintenance;
- emergency maintenance;
- telecommunications failures;
- cloud infrastructure events;
- force majeure;
- internet disruptions;
- third-party service failures.

Wild Elm will use commercially reasonable efforts to minimize planned service interruptions and provide advance notice where practical.

Any applicable service level commitments will be governed by a separate Service Level Agreement ("SLA"), if executed.

29. Warranties

Wild Elm warrants that the Services will be provided in a professional and workmanlike manner consistent with generally accepted industry standards.

Except as expressly stated, Wild Elm does not warrant that:

- the Services will be uninterrupted;
- every error will be corrected;
- the Services will meet every Customer expectation;
- operational recommendations will always be optimal;
- third-party integrations will always remain available.

30. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN A WRITTEN AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WILD ELM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING:

- MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- TITLE;
- NON-INFRINGEMENT;
- QUIET ENJOYMENT.

WILD ELM DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT EVERY OPERATIONAL RECOMMENDATION WILL PRODUCE A PARTICULAR BUSINESS RESULT.

31. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

NEITHER PARTY SHALL BE LIABLE FOR:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- SPECIAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- LOST PROFITS;
- LOST REVENUE;
- LOSS OF GOODWILL;
- LOSS OF BUSINESS OPPORTUNITIES.

EXCEPT FOR:

- FRAUD;
- GROSS NEGLIGENCE;
- WILLFUL MISCONDUCT;
- BREACHES OF CONFIDENTIALITY;
- PAYMENT OBLIGATIONS;
- INFRINGEMENT OF INTELLECTUAL PROPERTY.

WILD ELM'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO WILD ELM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, UNLESS OTHERWISE PROVIDED IN A SEPARATE WRITTEN AGREEMENT.

Some jurisdictions do not permit certain liability limitations. In those jurisdictions, liability will be limited only to the extent permitted by law.

32. Indemnification

Customer agrees to indemnify and hold harmless Wild Elm from claims arising out of:

- Customer's misuse of the Services;
- Customer Data;
- violation of applicable law;
- violation of these Terms;
- infringement caused by Customer-provided content.

Wild Elm agrees to defend Customer against third-party claims alleging that the Services infringe valid intellectual property rights, subject to customary exclusions and limitations.

If such a claim occurs, Wild Elm may:

- modify the Services;
- obtain continued usage rights;
- replace affected functionality; or
- terminate the affected Services and refund prepaid unused fees.

33. Export Controls & Sanctions

Customer agrees not to use the Services in violation of applicable export control or sanctions laws.

Customer represents that neither Customer nor its Authorized Users are subject to applicable governmental sanctions prohibiting use of the Services.

34. Compliance with Laws

Each party agrees to comply with laws applicable to its own activities under these Terms.

Customer remains responsible for compliance with laws governing its healthcare operations, including:

- HIPAA;
- HITECH;
- state healthcare regulations;
- medical licensing requirements;
- reimbursement requirements;
- patient consent obligations.

Wild Elm remains responsible for laws governing its operation as a technology provider.

35. Force Majeure

Neither party shall be liable for failure or delay resulting from events beyond reasonable control, including:

- natural disasters;
- acts of government;
- war;
- terrorism;
- labor disputes;
- internet outages;
- cloud provider failures;
- utility interruptions;
- epidemics or pandemics;
- cyberattacks beyond reasonable mitigation efforts.

The affected party will use commercially reasonable efforts to resume performance as soon as practical.

36. Assignment

Neither party may assign these Terms without the other party's prior written consent, except:

- to an affiliate;
- in connection with a merger;
- acquisition;
- corporate reorganization; or
- sale of substantially all assets.

Any unauthorized assignment is void.

37. Notices

Legal notices under these Terms must be provided in writing.

Notices may be delivered by:

- recognized overnight courier;
- certified mail;
- email where permitted by applicable agreements.

Notices become effective upon confirmed receipt.

38. Governing Law

Unless otherwise specified in an executed commercial agreement, these Terms shall be governed by the laws of the State of Delaware, without regard to conflict of law principles.

The parties agree that Delaware law is appropriate given Wild Elm's incorporation and corporate governance.

39. Venue & Dispute Resolution

The parties agree to attempt to resolve disputes through good faith negotiation before initiating formal legal proceedings.

If a dispute cannot be resolved informally, exclusive jurisdiction shall lie in the state or federal courts located in Delaware, unless another venue is specified in a separately executed agreement.

Nothing in this section prevents either party from seeking temporary or equitable relief to protect confidential information, intellectual property, or security.

40. Entire Agreement

These Terms, together with any applicable:

- Master Subscription Agreement;
- Order Form;
- Business Associate Agreement;
- Data Processing Addendum;
- Statement of Work;
- Service Level Agreement;

constitute the complete agreement between the parties regarding the Services.

They supersede prior oral or written understandings relating to the same subject matter.

41. Severability

If any provision of these Terms is determined to be unenforceable, the remaining provisions will remain in full force and effect.

The unenforceable provision shall be interpreted to most closely reflect the original intent while remaining enforceable.

42. Waiver

Failure to enforce any provision of these Terms shall not constitute a waiver of future enforcement.

Any waiver must be in writing and signed by the party granting the waiver.

43. Relationship of the Parties

The parties are independent contractors.

Nothing in these Terms creates:

- a partnership;
- joint venture;
- employment relationship;
- agency relationship; or
- fiduciary relationship.

Neither party has authority to bind the other except as expressly agreed in writing.

44. Contact Information

Questions regarding these Terms may be directed to:

Wild Elm, Inc.
188 Front Street
Suite 116-58
Franklin, TN 37064
Attn: Legal Department

Email: legal@wildelm.io

Website: www.wildelm.io

Related Resources

For additional information regarding Wild Elm's privacy, security, and governance practices, please refer to:

- [Privacy Policy](#)
- [Cookie Policy](#)
- [Trust Center](#)
- [Security Overview](#)
- [Responsible AI Statement](#)
- [Accessibility Statement](#)
- [Subprocessor List](#)

Our Commitment

Wild Elm was founded on the belief that healthcare organizations deserve technology that is transparent, trustworthy, and designed around the realities of clinical operations.

These Terms are intended to establish a clear and fair relationship between Wild Elm and our customers while supporting responsible innovation, operational excellence, and long-term partnership.