



VIVA TRANSCRIPTION

TERMS OF USE

Effective Date: March 20, 2026

Last Updated: March 20, 2026

1. AGREEMENT TO TERMS

These Terms of Use ("Terms") govern access to, and use of the services provided by Viva Transcription Corporation ("Company," "Viva Transcription," "we," "our," or "us"), including its service Adhearx (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

2. NATURE OF SERVICES

Viva Transcription provides transcription, documentation, and digital patient engagement services, including the Adhearx platform. Adhearx is a service of Viva Transcription Corporation that facilitates structured clinical communication between healthcare entities and their patients via SMS, video, and other digital channels. Viva Transcription does not provide medical, legal, or professional advice.

3. ELIGIBILITY

You must be at least 18 years old, or have authority to bind an organization, to use the Services.

4. USER RESPONSIBILITIES

You agree to: provide accurate and current information; use the Services lawfully and in accordance with these Terms; not misuse, disrupt, or attempt to compromise the platform; and not use the Services on behalf of any person or entity without proper authorization.

5. HEALTHCARE DISCLAIMER

THE SERVICES ARE NOT MEDICAL OR PROFESSIONAL ADVICE. ALL OUTPUTS AND COMMUNICATIONS MUST BE INDEPENDENTLY VERIFIED BY A QUALIFIED HEALTHCARE PROFESSIONAL. THE SERVICES DO NOT CONSTITUTE A PATIENT-PROVIDER RELATIONSHIP.

Communications delivered via SMS, messaging services, video, or phone are intended for informational and care coordination purposes only and do not constitute medical advice or emergency services. In the event of a medical emergency, call 911 or your local emergency number immediately.

6. MOBILE COMMUNICATIONS

You agree that communications may occur via email, phone, SMS, MMS, or other messaging technologies. By providing your contact information and opting in where required, you consent to receive such communications in accordance with these Terms and applicable law.

6A. SMS PROGRAM TERMS AND CONDITIONS

Program Name: Adhearx Messaging Program

Program Description:

By opting in to receive SMS communications, you agree to receive messages from Viva Transcription Corporation and its affiliated services, including Adhearx. These messages may include service-related notifications, care coordination outreach, appointment reminders, follow-up communications, clinical check-ins, and other administrative or engagement-related messages associated with your use of the Services. Your consent to receive SMS messages is not a condition of receiving care or services.

Opt-Out Instructions:

You may cancel SMS communications at any time by replying "STOP" to any message. After sending "STOP," you will receive one confirmation message confirming your unsubscription, after which no further SMS messages will be sent unless you re-enroll. To re-enroll, opt in again through the original enrollment method or contact us directly.

Help Instructions:

Reply "HELP" to any SMS message for assistance, or contact us at:

- Email: help@vivatranscription.com
- Phone: (877) 848-2462

Message Frequency:

Message frequency may vary depending on your interaction with the Services and the program in which you are enrolled.

Fees and Charges:

Message and data rates may apply. Contact your wireless carrier for details about your plan.

Carrier Disclaimer:

Wireless carriers are not liable for delayed or undelivered messages. Viva Transcription is not responsible for carrier network issues outside our control.

Privacy:

For information on how we collect, use, and protect your data, please review our Privacy Policy at: [Privacy Policy](#)

7. PRIVACY

Use of the Services is governed by the Viva Transcription Privacy Policy, available at [here](#). By using the Services, you acknowledge that you have reviewed and agree to the Privacy Policy.

8. INTELLECTUAL PROPERTY

All content, technology, software, trademarks, and materials comprising the Services are owned by or licensed to Viva Transcription Corporation and are protected by applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to use the Services solely as permitted under these Terms. Unauthorized reproduction, distribution, or use is prohibited.

9. DATA RIGHTS

Viva Transcription may, in the future, use aggregated data derived from use of the Services for analytics, service improvement, and related business purposes. Where such use occurs, we will apply appropriate de-identification measures consistent with applicable law before any such data is used or shared for those purposes. Such data will not identify any individual user or patient. Any use of personal or patient data beyond what is described in the Privacy Policy or your applicable service agreement will require separate consent or authorization. Your use of the Services in connection with a healthcare entity (such as a specialty pharmacy, clinic, or chronic care management organization) may be subject to additional data use terms in our agreement with that entity.

10. ARTIFICIAL INTELLIGENCE

The Services may incorporate AI technologies to assist with transcription, engagement, and documentation. AI-generated outputs are probabilistic and may contain errors. All AI outputs must be reviewed and validated by qualified personnel before clinical or administrative action is taken. AI features do not constitute professional advice of any kind.

11. THIRD-PARTY SERVICES

The Services may integrate with or link to third-party platforms, including telecommunications providers, electronic health record systems, and pharmacy management systems. Viva Transcription is not responsible for the availability, accuracy, or practices of third-party services. Your use of third-party services is governed by their respective terms.

12. DISCLAIMER OF WARRANTIES

THE SERVICES ARE 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, ACCURACY, OR NON-INFRINGEMENT. VIVA TRANSCRIPTION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIVA TRANSCRIPTION CORPORATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL VIVA TRANSCRIPTION'S TOTAL CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF (A) FEES ACTUALLY PAID BY YOU TO VIVA TRANSCRIPTION IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Viva Transcription Corporation, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any third-party rights.

15. TERMINATION

Viva Transcription may suspend or terminate your access to the Services at any time, with or without notice, for any reason, including violation of these Terms. Upon termination, all licenses granted to you under these Terms will immediately cease. Sections 8, 9, 12, 13, 14, and 17 survive termination.

16. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. You consent to the exclusive jurisdiction of the courts located in Delaware for any disputes not subject to arbitration under Section 17.

17. DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved by binding individual arbitration administered by a recognized arbitration body under its applicable rules. Class action and representative proceedings are waived. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm.

18. ACCEPTANCE OF TERMS

By using the Services, including by receiving or responding to SMS messages through the Adhearx Messaging Program, you acknowledge that you have read, understood, and agree to be bound by these Terms. No signature is required. Your continued use of the Services constitutes ongoing acceptance.

19. CHANGES TO TERMS

Viva Transcription may update these Terms at any time. We will notify users of material changes by posting the updated Terms with a new effective date. Continued use of the Services after the effective date of any update constitutes acceptance of the revised Terms.

20. CONTACT INFORMATION

Viva Transcription Corporation
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