



Cove Health

ADVOCACY AS A SERVICE

Terms of Service

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PLEASE READ CAREFULLY. THESE TERMS CONTAIN A MANDATORY BINDING ARBITRATION AGREEMENT AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO A TRIAL BY JURY. SEE SECTION 20 AND THE SEPARATE ARBITRATION AGREEMENT. YOU MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS OF FIRST ACCEPTING THESE TERMS.

1. Who these Terms are between

These Terms of Service ("Terms") are a binding contract between you and Cove Health, a Florida corporation ("Cove Health," "we," "us," "our"). They govern your access to and use of covehealth.net, app.covehealth.net, and every related tool, page, and service we make available (together, the "Services").

By creating an account, submitting records, purchasing a Single Case, subscribing to a Cove Membership, using the free denial checker, or otherwise using the Services, you agree to these Terms, to the Privacy Policy, and to the Arbitration Agreement, each incorporated here by reference. If you do not agree, do not use the Services.

These Terms, the Privacy Policy, and the Arbitration Agreement are subject to change at Cove Health's sole discretion, and are revised and updated from time to time. The current version of each is always posted at covehealth.net. Your continued use of the Services after a change takes effect is your acceptance of that change. See Section 21.

2. Eligibility

You must be at least 18 years old and able to form a binding contract. The Services are offered only to users located in the United States. If you are acting for another person — a minor child, a spouse, a parent, or someone for whom you hold a power of attorney or health care surrogacy — you represent that you have the legal authority to do so, that you have authority to disclose that person's medical information to us, and that you accept these Terms both individually and on their behalf. We may require documentation of that authority and may refuse or close a case if it is not provided.

3. What Cove Health is, and what it is not

Cove Health is a health technology company providing non-legal patient advocacy and adjudication support. In plain terms: we review the records you give us, and where a licensed physician concludes the matter has merit, that physician drafts and signs a written advocacy letter citing the facts, applicable clinical and coverage guidelines, and relevant precedent, and we transmit it to the recipient you designate.

The following limits are material terms of this agreement, not disclaimers of convenience:

1. **We are not a law firm.** We do not provide legal advice, do not form an attorney-client relationship with you, and do not represent you in any court, agency, or legal proceeding. Nothing on the Services or in any letter is legal advice. Where a matter requires legal advice or representation, you should retain a licensed attorney. No communication with us is protected by attorney-client privilege.
2. **We do not provide medical care.** Physician review under the Services is a records-based advocacy and documentation review. It is not a clinical consultation, not a diagnosis, not a treatment recommendation, and does not establish a

physician-patient or provider-patient relationship between you and any Cove Health physician. No Cove Health physician will examine you, prescribe for you, order testing for you, direct your care, or assume responsibility for your treatment. Continue to rely on your treating clinicians for all medical decisions, and seek emergency care from emergency services.

3. **We are not an insurer, plan administrator, broker, or third-party administrator**, and we do not decide coverage.
4. **We do not guarantee any outcome.** The decision on any appeal, prior authorization, exception request, or other matter rests entirely with the health plan, reviewer, agency, or other recipient. Nothing we say, and no statement by any physician, employee, contractor, creator, or affiliate, is a promise, prediction, or warranty of approval, reversal, reimbursement, payment, coverage, timeline, or success rate.

4. Your account

You must provide accurate registration information and keep it current. You are responsible for safeguarding your credentials and for all activity under your account. Notify us at info@covehealth.net immediately if you suspect unauthorized access. We may suspend or terminate an account at any time for breach of these Terms, suspected fraud, abusive conduct toward our staff, non-payment, or where continued service would create legal or regulatory risk for us.

5. Records, authorization, and your responsibilities

To use the Services you must upload or otherwise provide medical records, denial correspondence, plan documents, and related material ("Your Materials"), and you must designate the recipient to whom advocacy should be directed.

You represent and warrant that:

- Your Materials are accurate, complete in all material respects, and not altered or fabricated;
- you have the right to provide Your Materials to us and to authorize their disclosure to the recipients you designate;
- you will promptly provide additional records or clarification we reasonably request; and
- you will promptly tell us if your clinical situation, plan, coverage, or contact information changes in a way that affects the matter.

Authorization. By designating a recipient and submitting a case, you authorize Cove Health and its physicians to (a) receive, review, and analyze Your Materials; (b) prepare advocacy correspondence containing your protected health information; (c) transmit that correspondence and supporting records to the recipient you designate; and (d) where you specifically request it, contact your health plan, treating providers, pharmacy, employer benefits administrator, or a government body to request records or follow up. A separate Records Authorization may be required for each case and controls over this paragraph for that case. You may revoke authorization prospectively at any time by written notice to info@covehealth.net; revocation does not undo disclosures already made and may end our ability to continue the matter.

Accuracy is your risk. Our work product is only as good as the record you give us. We are not responsible for any consequence of incomplete, inaccurate, outdated, or withheld information, and we have no duty to independently verify Your Materials or to obtain records you did not provide or authorize us to obtain.

6. Deadlines are yours

Appeal windows, prior-authorization timeframes, external-review filing periods, and grievance deadlines are set by your health plan, your plan documents, and applicable law. **You are solely responsible for identifying and meeting every deadline that applies to your matter.** Submitting a case to Cove Health does not stop, extend, toll, or preserve any deadline. We do not undertake to calculate your deadlines, and any date, estimate, or general timeframe we mention — including anything produced by the free denial checker — is general information only and may be wrong for your plan.

We do not guarantee that a case will be reviewed, that a letter will be drafted, or that anything will be sent before any particular date unless we expressly confirm a specific commitment to you in writing, signed by an authorized Cove Health representative. If your deadline is close, file your own appeal to preserve your rights and use our letter as a supplement.

7. Merit review and our right to decline

A licensed physician reviews each submitted case and decides in their sole professional judgment whether it has sufficient merit to support advocacy. **We may decline any case, for any reason or none, at any time.**

What the fee buys. The Single Case fee purchases licensed physician review of your records. It is not payment for a letter, and it is not payment for a result. **If the physician concludes your matter lacks sufficient merit, we will tell you so candidly, no advocacy letter will be produced, and the fee is not refunded.** The review is the service, and it has been performed.

We may also decline or discontinue a matter where records are insufficient, where you are unresponsive, where the request would require the practice of law, where the request would require us to make a statement a physician does not believe is accurate, or where proceeding would violate law or professional obligation. **Where we decline a case before physician review has begun, we refund the fee in full.**

We will not draft, sign, or send correspondence containing statements our physicians do not believe to be true. Requests to overstate a diagnosis, backdate a record, or characterize care other than as the record supports will be refused and may result in immediate termination.

8. The role of AI

The Services use proprietary software, including machine-learning and large-language-model systems, to organize records, surface guidelines, and identify relevant administrative decisions and precedent. **A licensed physician reviews the case and signs every advocacy letter.** AI output is an input to human judgment, not a substitute for it.

You acknowledge that AI systems can produce output that is incomplete, outdated, or incorrect, and that the presence of human review does not eliminate that risk. Nothing produced by our software, with or without physician review, is medical advice, legal advice, or a guarantee of accuracy. You may request that a matter be handled without AI-assisted analysis by writing to info@covehealth.net; we may decline the case if we cannot reasonably accommodate it.

9. Fees, billing, and the Membership

Single Case. \$100 per case, charged at submission. The fee covers licensed physician review of your records and, where the physician concludes the matter has merit, one drafted advocacy letter sent to one designated recipient. A “case” is one issue for one patient. Additional issues, additional patients, substantially revised letters after our first delivery, or transmission to additional recipients are separate cases at the then-current fee. **The fee is non-refundable once physician review has begun, including where the physician concludes the matter lacks sufficient merit and no letter is produced.** See Section 7.

Cove Membership. \$29.99 per month, with a **two-month minimum commitment**. You are charged on enrollment and monthly thereafter on the same calendar day. **If you cancel during the first two months, the remaining balance of the two-month commitment becomes immediately due and will be charged to your payment method.** After the initial two months the Membership continues month to month and **renews automatically** until you cancel.

Cancellation. Cancel at any time from your account settings, or by emailing info@covehealth.net. Cancellation takes effect at the end of the then-current billing period; you keep access through that period. Except where a refund is required by law or expressly stated in these Terms, **fees are non-refundable and partial periods are not prorated.**

“Unlimited” means reasonable use. Membership advocacy is subject to fair-use limits and physician availability. We may decline, queue, or rate-limit requests that are duplicative, abusive, automated, commercial, or so voluminous that servicing them would be inconsistent with the price of the plan.

Payments and authority. Payments are processed by third-party processors; by providing a payment method you authorize us and our processors to charge all amounts due, including the two-month commitment balance. You must be authorized to use the payment method. Failed payments may result in suspension and, after notice, referral of the balance for collection. Prices may change on 30 days’ notice for the next renewal period. Taxes are your responsibility.

Chargebacks. Disputing a valid charge with your card issuer rather than contacting us first is a breach of these Terms. We may suspend your account and recover costs incurred in responding to an unfounded chargeback.

10. Free tools and general information

The denial checker, resource guides, sample letters, state external-review pages, and similar content are provided free and for general informational purposes only. **They are not advice about your specific situation, they may be incomplete or out of date, and you should not act on them without checking your own plan documents, denial letter, and applicable law.** Sample letters are illustrative and do not describe real patients. We disclaim all liability arising from your reliance on any free or informational content to the fullest extent permitted by law.

11. Intellectual property

We own the Services and everything in them — software, models, prompts, databases, guideline compilations, templates, letter architecture, text, design, and the Cove Health name, logo, and “Healthcare Advocacy as a Service” branding. We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Services for your own personal, non-commercial purposes.

You may not copy, scrape, crawl, frame, reverse engineer, decompile, or create derivative works from the Services; use the Services or their output to train, fine-tune, evaluate, or develop any machine-learning model; resell, sublicense, or provide the Services to third parties; circumvent rate limits or access controls; or use automated means to access the Services without our written permission.

Letters delivered to you. On payment in full, we grant you a perpetual license to use the advocacy letter we prepare for you in pursuing your own matter. We retain ownership of the underlying templates, methodologies, structures, and analytical systems used to produce it.

Your Materials. You keep ownership of Your Materials. You grant us a non-exclusive, royalty-free license to host, process, reproduce, and transmit them as necessary to provide the Services and as described in the Privacy Policy, and to use de-identified information as described there.

Feedback. Any suggestion, idea, or feedback you send us is non-confidential, and we may use it without restriction or compensation.

12. Acceptable use

You agree not to use the Services to submit false or falsified records; to seek documentation supporting a claim you know to be unsupported; to commit insurance fraud or to assist anyone in doing so; to harass, threaten, or abuse our staff, physicians, or contractors; to upload malware or attempt to breach our systems; to violate any law or the rights of any third party; or to use the Services for competitive analysis or to build a competing product. We may report suspected fraud to insurers, law enforcement, and regulators.

13. Third parties

Health plans, physicians, pharmacies, employers, government bodies, payment processors, and other parties we interact with at your direction are independent of us. We are not responsible for their acts, omissions, decisions, delays, or data practices, and we do not control whether or how a recipient responds to a letter. Links from the Services to third-party sites are provided for convenience only.

14. Disclaimer of warranties

THE SERVICES, ALL CONTENT, AND ALL WORK PRODUCT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, COVE HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THAT ANY DEFECT WILL BE CORRECTED; THAT ANY ANALYSIS, GUIDELINE CITATION, OR PRECEDENT WILL BE ACCURATE, CURRENT, OR APPLICABLE TO YOUR PLAN; OR THAT ANY MATTER WILL BE RESOLVED IN YOUR FAVOR OR AT ALL. Some jurisdictions do not allow certain warranty exclusions, and to that extent this section may not apply to you.

15. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, COVE HEALTH AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PHYSICIANS, CONTRACTORS, AGENTS, LICENSORS, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OPPORTUNITY, OR FOR ANY DAMAGES ARISING FROM A DENIED, DELAYED, OR UNCOVERED CLAIM; A MISSED DEADLINE; A DECISION BY A HEALTH PLAN OR OTHER RECIPIENT; MEDICAL COSTS INCURRED OR NOT REIMBURSED; OR ANY CLINICAL OUTCOME — WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY.

IN ALL EVENTS, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO COVE HEALTH IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

These limits apply even if a limited remedy fails of its essential purpose, and they reflect an allocation of risk that is a fundamental basis of the bargain — the Services could not be offered at these prices without them. Nothing here limits liability that cannot be limited under applicable law, including liability for our own gross negligence, willful misconduct, or fraud, or as otherwise required by Florida law. Some jurisdictions limit these exclusions, and to that extent this section applies to the maximum degree permitted.

16. Indemnification

You will defend, indemnify, and hold harmless Cove Health and its officers, directors, employees, physicians, contractors, agents, and affiliates from any claim, demand, proceeding, loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or relating to: your use of the Services; Your Materials, including any inaccuracy, omission, or falsification; your breach of these Terms or of any representation you made; your violation of law or of any third party's rights; your instructions regarding whom to contact on your behalf; or your claimed authority to act for another person. We may assume exclusive defense and control of any matter subject to indemnification, and you will cooperate.

17. Time limit on claims

TO THE EXTENT PERMITTED BY LAW, ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER IT ACCRUES, OR IT IS PERMANENTLY BARRED.

18. Termination

You may stop using the Services and close your account at any time. We may suspend or terminate your access at any time, with or without notice, for the reasons in Section 4 or where we reasonably determine continued service is inappropriate. On termination, your license to use the Services ends. Sections 3, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, and 21 survive.

19. Governing law and venue

These Terms, and any dispute arising out of or relating to them, the Services, or your relationship with Cove Health — whether in contract, tort, statute, or otherwise — are governed by the laws of the State of Florida, without regard to its conflict-of-laws principles, and by the Federal Arbitration Act as to arbitrability.

For any matter not subject to arbitration, and for any action to enforce, vacate, modify, or confirm an arbitration award, you and Cove Health consent to the exclusive jurisdiction and venue of the state courts located in Sarasota County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division. You waive any objection to that venue, including on grounds of inconvenient forum, and you consent to personal jurisdiction in Florida. Any mediation or arbitration under Section 20 is likewise seated in Sarasota County, Florida.

20. Mandatory mediation, binding arbitration, and class action waiver

Mediation comes first. Before either party may commence arbitration, file a lawsuit, or initiate any other legal or administrative proceeding, the dispute must go through the written notice and informal resolution period and then through non-binding mediation seated in Sarasota County, Florida, as set out in Sections 2 and 3 of the Arbitration Agreement. **This requirement is a condition precedent to the filing of any legal proceeding and applies whether or not you opt out of arbitration.** The only exceptions are a claim brought in small claims court and an application for temporary injunctive relief to prevent imminent and irreparable harm.

YOU AND COVE HEALTH AGREE THAT ALL DISPUTES WILL BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION, NOT IN COURT, AND THAT EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. The full terms, including mandatory pre-filing mediation, a 30-day right to opt out, a small-claims carve-out, and the procedure for coordinated filings, are set out in the Arbitration Agreement, which is incorporated into these Terms and which controls over any conflicting language here.

21. General

Changes. We may modify, add to, or remove any part of these Terms, the Privacy Policy, or the Arbitration Agreement at our sole discretion and at any time, and we will update them from time to time. Each revised version is posted with a new effective date. Material changes take effect 30 days after we post the revised version and notify registered users by email or in-product notice; your continued use after that date is acceptance. If you do not accept a change, stop using the Services and cancel before it takes effect.

Changes apply prospectively only. They do not alter the terms governing a case already completed, and changes to the Arbitration Agreement do not apply to a Dispute for which we received written notice before the change took effect.

Electronic communications. You consent to receive notices, agreements, disclosures, and records electronically, and agree that electronic signatures and records satisfy any legal writing requirement under E-SIGN and Florida law. You may withdraw consent by writing to info@covehealth.net, which will end your ability to use the Services.

Text messages. If you provide a mobile number and opt in, you consent to receive service-related and, where separately agreed, marketing text messages from us or our agents, including messages sent using an automatic telephone dialing system. Consent is not a condition of purchase. Message and data rates may apply. Reply STOP to unsubscribe.

Notice. Notices to you go to your account email. Notices to us go to info@covehealth.net. Both parties consent to notice by email, and a notice is effective on the date it is sent to the address of record.

Force majeure. Neither party is liable for failure to perform caused by events beyond reasonable control, including outages, cyberattacks, natural disaster, epidemic, labor disruption, or governmental action.

Assignment. You may not assign these Terms. We may assign them freely, including in a merger, acquisition, or sale of assets.

Severability and waiver. If a provision is held unenforceable, it is modified to the minimum extent necessary or severed, and the rest remains in force. Our failure to enforce a provision is not a waiver of it.

Entire agreement. These Terms, the Privacy Policy, the Arbitration Agreement, and any Records Authorization are the entire agreement between you and Cove Health on their subject matter and supersede all prior understandings. **No statement by any employee, physician, contractor, creator, affiliate, or advertisement modifies these Terms.**

Contact. All support and account correspondence is handled by email at info@covehealth.net. We do not offer telephone support. Formal legal notices must additionally be sent by mail as described above.