

TRIKA MEDICAL INC. — TERMS OF USE

Effective Date: August 13, 2026

Last Updated: August 13, 2026

1. Introduction & Scope

Trika Medical Inc. (“Trika,” “we,” “us,” or “our”) is a California medical practice specializing in pulmonary disease, sleep medicine, and critical care.

These Terms of Use (“Terms”) govern your access to and use of Trika Medical Inc.’s digital services, including:

- Our website: <https://trikamedical.com>
 - Patient portals and digital intake tools
 - Telephone communication systems
 - SMS/text messaging services
 - Automated and AI-assisted platforms, including the Iris scheduling assistant powered by VagusX, Inc.
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2. Acceptance of Terms

By accessing or using our website, communication systems, or digital services, you agree to be bound by these Terms of Use.

If you do not agree to these Terms, you must discontinue use of our digital platforms and communication tools.

3. Medical Services & Clinical Disclaimer

Trika Medical Inc. provides medical care exclusively through licensed healthcare professionals.

- **Informational Purpose Only:** Website content, automated messages, and digital communications are for informational and administrative purposes only and do not constitute medical advice, diagnosis, or treatment.

- **No Automatic Doctor-Patient Relationship:** Use of this website, submission of forms, or interaction with automated tools does not establish a physician–patient relationship. A relationship is established only after evaluation and acceptance by a licensed provider.
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4. No Emergency Use (Call 911)

DO NOT use this website, SMS, or automated systems for medical emergencies.

If you are experiencing a medical emergency, call **911** or go to the nearest emergency room immediately.

5. Use of AI and Technology Services (VagusX / Iris)

Trika Medical Inc. uses technology platforms, including AI-assisted systems provided by VagusX, Inc. (Iris), for:

- Appointment scheduling and confirmations
- Referral coordination and intake
- Administrative communications

These systems:

- Do **not** provide medical advice or diagnosis
 - Do **not** make clinical decisions
 - Operate strictly for administrative and operational purposes
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6. Communications Consent

By providing your contact information, you authorize Trika Medical Inc. and its authorized service providers (including VagusX, Inc.) to contact you regarding:

- Appointment scheduling, confirmations, and reminders
- Pre-visit instructions and intake coordination
- Referral and care coordination
- Billing and administrative updates

Communications may be sent via:

- Phone calls (including AI-assisted calls)
- SMS/text messages
- Email
- Postal mail

You may opt out of SMS messages at any time by replying **STOP**.

7. User Responsibilities

You agree to:

- Provide accurate, complete, and current information
 - Follow all pre-visit and preparation instructions
 - Use digital systems lawfully and not interfere with security or functionality
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8. Insurance, Billing & Financial Responsibility

- Patients are responsible for understanding their insurance coverage
 - Verification of benefits does not guarantee payment
 - Patients remain responsible for all copayments, deductibles, coinsurance, and non-covered services
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9. Privacy

Your use of our services is governed by our **Privacy Policy**.

For full details regarding your Protected Health Information (PHI) rights under HIPAA, please refer to our **Notice of Privacy Practices (NPP)**, available at our office.

10. Intellectual Property

All content, trademarks, logos, and materials on this website and related systems are the property of Trika Medical Inc. or its licensors and are protected by applicable intellectual property laws.

11. Third-Party Technology Vendors & Call Recording

- **Business Associates:** Vendors such as VagusX, Inc., athenahealth, and other service providers act as HIPAA Business Associates under contractual obligations. They do not provide medical care.
- **Call Recording Notice:** In accordance with California Penal Code § 632, telephone calls (including AI-assisted calls) may be recorded or transcribed for quality assurance, training, and documentation purposes.
By continuing the call, you provide consent to such recording.

12. Limitation of Liability

To the fullest extent permitted by law, Trika Medical Inc. and its technology partners are not liable for:

- Telecommunication carrier delays
- Unreceived or delayed text messages
- Internet outages or system downtime

Nothing in these Terms limits liability for professional medical negligence where prohibited by law.

13. Indemnification

You agree to defend, indemnify, and hold harmless Trika Medical Inc., its employees, and its technology partners from any claims, damages, or liabilities arising from misuse of our website or communication systems.

14. Modifications & Termination

We may update these Terms at any time without prior notice.

Continued use of our services constitutes acceptance of the updated Terms.

15. Governing Law & Jurisdiction

These Terms are governed by the laws of the State of California.

Any disputes shall be resolved exclusively in the state or federal courts located in San Bernardino County, California.

16. Contact Information

Trika Medical Inc.

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Apple Valley, CA 92307

Phone: 760-242-2333

Email: trikamedical@gmail.com