

Terms of Use

Effective Date: November 14, 2025

Company: SmileSafe AI LLC (“**SmileSafe AI**,” “**we**,” “**us**,” or “**our**”)

Address: 1401 Hesters Crossing Road, Round Rock, TX 78681, USA

Email: info@smilesafeai.com

These Terms of Use (“**Terms**”) govern your access to and use of SmileSafe AI’s websites, mobile apps, scanners/kiosks/pods, dashboards, and related services (collectively, the “**Services**”). By accessing or using the Services, you agree to these Terms. If you are agreeing on behalf of an organization (e.g., a school, district, senior residence, or health provider), you represent that you have authority to bind that organization. If you do not agree, do not use the Services.

1. Who We Serve

The Services are designed for organizations (e.g., schools, districts, and senior living facilities) and their authorized staff. Certain functionality may be available to parents/guardians, residents, and students when enabled by an organization.

2. Not Medical or Dental Advice

SmileSafe AI provides screening, triage, education, and workflow tools. **We do not provide medical or dental diagnosis or treatment.** Use of the Services is not a substitute for professional judgment. For emergencies, call local emergency services immediately.

3. Accounts & Organizational Administrators

- Organizations designate administrators who control access and permissions.
- You must provide accurate information and keep credentials secure.
- You are responsible for all activity under your account. Notify us promptly of unauthorized use.

4. Privacy & Student/Resident Data

Our handling of personal information is described in our **Privacy Notice**. When the Services are used by schools or senior residences, we act as a **service provider/processor** to that organization. We support **consent workflows** and practices aligned to HIPAA/FERPA-related requirements as configured by the organization. The organization is responsible for obtaining required consents and determining lawful bases for processing.

5. Hardware (Scanners/Kiosks/Pods)

If your organization deploys SmileSafe AI hardware:

- We will perform standard **site survey, delivery, installation, and staff training** as specified in your order.
- Hardware ownership or rental terms are stated in your order.
- You agree to provide suitable power, network, and physical security.
- Maintenance, returns, and replacements follow the applicable order form and warranty terms.

6. Subscriptions, Trials & Pilots

- Access may be provided under a subscription, trial, or 30-day pilot.
- Fees, term, renewal, cancellation, and billing are governed by your order form or master services agreement (MSA).
- We may modify pricing upon renewal. Unpaid amounts may lead to suspension.

7. Acceptable Use

You agree **not** to:

- violate laws or rights of others;
- attempt to access data you are not authorized to see;
- copy, reverse engineer, or misuse the Services;
- upload malware or interfere with the Service's operation;

- use the Services to make clinical determinations without appropriate professional review. We may suspend or terminate access for violations.

8. User Content

Where the Services permit you to upload content, you grant us a limited, non-exclusive license to host and process that content solely to provide the Services. You represent that you have the necessary rights and permissions.

9. Intellectual Property

The Services, software, models, workflows, and all related IP are owned by SmileSafe AI or our licensors. These Terms do not transfer any IP rights to you except for the limited rights expressly granted to use the Services during your subscription/pilot.

10. Third-Party Services

The Services may interface with third-party software (e.g., CRM, EHR, SSO). Your use of third-party tools is subject to their terms, and we are not responsible for those services.

11. Warranties & Disclaimers

THE SERVICES ARE PROVIDED “**AS IS**” AND “**AS AVAILABLE.**” To the fullest extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services will be uninterrupted or error-free.

12. Limitation of Liability

To the maximum extent permitted by law, SmileSafe AI and its affiliates will not be liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenues, or data. Our total liability for any claim will not exceed the amounts paid by your organization for the Services giving rise to the claim in the 12 months before the event.

13. Indemnification

You agree to indemnify and hold harmless SmileSafe AI from claims arising out of your misuse of the Services, your violation of these Terms, or your organization’s failure to obtain necessary permissions or consents.

14. Suspension & Termination

We may suspend or terminate access if you breach these Terms, fail to pay fees, or create a security risk. Upon termination, your right to use the Services ends. We will handle data export as set in your order, MSA, or our Data Retention Policy.

15. Changes to the Services or Terms

We may update the Services and these Terms. If changes are material, we will provide notice (e.g., via dashboard or email). Continued use after changes become effective means you accept the updated Terms.

16. Governing Law; Dispute Resolution

These Terms are governed by the laws of the **State of Texas**, without regard to conflict-of-law principles. Any dispute will be resolved through **binding arbitration** in Travis County, Texas, under the rules of the American Arbitration Association, on an individual basis (no class actions). You and we each waive jury-trial rights. Either party may seek injunctive relief in a court of competent jurisdiction for IP misuse or data-security violations.

17. Export & Compliance

You agree to comply with applicable export controls and sanctions. You are responsible for your compliance with education, healthcare, and privacy regulations that apply to your organization.

18. Contact

Questions about these Terms?

SmileSafe AI LLC

1401 Hesters Crossing Road, Round Rock, TX 78681, USA

Email: info@smilesafeai.com