

## Terms of Service Agreement

### **1. Modification of Terms**

We reserve the right to modify the terms of this agreement. You will be notified of any changes via email, and continued use of our services constitutes your agreement to the new terms.

### **2. Description of Services**

We specialize in providing artificially intelligent assistants designed for clinics. Our assistants are created using the platform Voiceflow, and leverage GPT 3.5 Turbo for natural language processing.

### **3. Limitation of Liability**

You expressly waive the right to pursue legal action against us and recognize that we shall not be held liable for any damages caused by concerns including but not limited to information accuracy, technical difficulties, assistant downtime, assistant misuse, service delivery, usage reminders, or regulatory compliance. While the assistant employs GPT 3.5 Turbo for information processing, it is crucial to note that any responses generated should not be construed as factual information or medical advice. We shall not be held liable for the accuracy and reliability of the assistant's responses and you are advised to encourage your website users to verify any information provided by the assistant. Any inappropriate use of the assistant by your website users is not our responsibility. We shall not be held liable for misuse, and you must pay for all interactions with the assistant on your website. Technical difficulties or failure to deliver services is unlikely but possible. We shall not be held liable for failure to deliver services. You are responsible for ensuring that the assistant complies with any applicable laws and regulations. We shall not be held liable if the assistant is not compliant with applicable laws or regulations.

### **4. Satisfaction Guaranteed**

If, for any reason, you are not completely satisfied with the assistant within the first month of activation, you are entitled to a waiver of charges for that period. To qualify for this guarantee, you must submit an assistant deactivation form through our website within 30 days of receiving the assistant's code. Upon timely submission, any usage charges incurred during the initial month will not be billed, ensuring a risk-free opportunity for you to experience the benefits of the assistant.

### **5. Ownership and Usage**

You do not acquire ownership of the assistant. Instead, you are granted a license to use the assistant, and in return, a usage fee is incurred with no additional costs. The ownership of the assistant remains with us.

### **6. Pricing and Billing**

Our pricing model is transparent and involves zero additional fees for you. The fee structure is based on the number of interactions your website visitors have with the assistant per month (30 days). An interaction occurs every time a user prompts your assistant to output text. This includes actions such as clicking to open your assistant, clicking a button that your assistant

outputted, and inputting text for your assistant to respond to. You receive an invoice via email every 30 days from the date you receive your assistant which contains the amount owed for the interactions that occurred in that month. Any applicable discount is applied during the billing process. We use Wave Financial to process payments. A 15-day grace period is provided for full payment to be made.

#### **7. Confidentiality of Business Relationship**

Both parties agree to maintain the confidentiality of proprietary information exchanged.

#### **8. Termination**

Both parties retain the right to terminate this agreement at any time, with or without cause. Upon termination, your access to the assistant is ceased, and any interactions that have occurred but have not been paid for must be resolved. If you would like to deactivate the assistant, you must fill out the assistant deactivation form on our website and remove the assistant from your website. Removing the assistant from your website is not enough to fully deactivate the assistant; an assistant deactivation form must still be submitted.