

Terms and Conditions

Effective as of July 22, 2026

Introduction

By using the Software and Services SereniCare AI Inc (“SereniCare AI”, “we” or “us”) provides, you agree to these Terms, including our Privacy Policy.

- We may update these Terms (1) to reflect changes in our products, services or business operations, (2) for legal, regulatory or security reasons, (3) to prevent abuse or harm, or (4) to improve readability and make clarifications that our users request.
- We may provide a more prominent notice (including email notifications) when we make material changes that all of our users should know about.

Updates and Notifications

We reserve the right to update these Terms at any time. When we do, we will update the “Effective Date” at the top of the Terms and post the revised version on our website. If the changes are material, we will provide additional notice such as sending an email to the address associated with your account or displaying a prominent notice in the Services before the changes take effect.

Your continued use of the Software or Services after such updates are posted constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must discontinue using the Services.

1. Definitions

- **Software** means, collectively, any software published and distributed by SereniCare AI and for installation on your equipment, including but not limited to the self-hosted SereniCare AI software and our desktop applications.
- **Instance** means the self-hosted instance of the Software that you create or use in order to aggregate and manage your Health Records.
- **Services** means any backend services, hosted documentation, cloud storage, software as a service, support forums and/or other services offered by SereniCare AI that are based on or complementary to the Software.
- **Content** means any content made available through the Software, including but not limited to Protected Health Information (PHI), Personal Identifying Information (PII), text, data, images, videos, and other materials.

- **Documentation** means all instructions, diagrams, screenshots, manuals, guides, references and/or other written documents related to the Software and the Services that we make available for use at <https://serenicare.ai/>.
- **Digital Assets** means icons, fonts, illustrations, graphics, background images, videos, sounds, models, and sample files related to or accompanying the Software and/or Documentation, such as those provided on and used on <https://serenicare.ai/>.
- **Brand Assets** means trademarks, logos, icons, fonts, corporate designs, product and service names, and any other brand features and elements, whether registered or unregistered.
- **Order Form** means the order document or order page for the Software and/or Services.
- **You** refers to the individual person, company, or organization that is using the Software, that accesses an Instance, or that directs the use of the Instance. If you agree to these Terms not as an individual, but on behalf of your company or organization including its affiliates and subsidiaries (your “**Organization**”), then (i) your acceptance of these Terms binds that Organization, (ii) you represent and warrant that you’re authorized to bind that company or organization to the Terms, and (iii) references to “you” will mean you and your Organization.

2. Account terms

Short version: You – or the organization you work for – is responsible for your Instance and its security, as well as everything stored within it. You must be 18 or over to use our services.

2.1 Account Responsibility and Security.

- **Generally.** If you’re entering into the Agreement on behalf of your Organization, your Organization has administrative control of all Instances tied to the Organization. You are or your Organization is fully responsible for your Instance and all Content stored within it.
- **Age Limitation.** In order to create an Instance, you must be at least eighteen (18) years old. We do not permit any users under thirteen (13) years old to use our Software for any purpose. If we discover that an Instance is being used by a user under thirteen (13) years old, we will notify you that the Instance must immediately be shut down.
- **Security.** You’re responsible for the security of your Instance when using our Software. While we may offer tools to help you maintain your Instance’s security, these are not guaranteed to work. You’re responsible for all Content posted on

your Instance under your user account, even if you didn't post it. We have no liability of any kind for any loss or damage from your failure to secure your Instance.

3. Acceptable use

Short version: You're allowed to use SereniCare AI for any reasonable purposes (e.g., don't try to re-sell it, don't violate your license, etc.).

3.1 Ownership of the Software. The Software is owned and operated by SereniCare AI. All Documentation or Digital Assets made available via the Software is owned by us or our licensors and is protected by intellectual property and other applicable laws. All Brand Assets are proprietary to us or our affiliates.

3.2 Ideas. You may submit comments or ideas about the Software, such as how to improve it. By submitting a comment or idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the comment or idea without any additional compensation to you. By acceptance of your submission, we do not waive any rights to use similar ideas we already had or obtained from other sources.

3.3 Third Party Components. Portions of the Software are governed by underlying open source and other third party licenses ("**Third Party Components**"). These Terms are not intended to limit your rights under the terms of an open source or other third party license.

4. Usage data

The Software do not send any information with regard to your usage to SereniCare AI. Software clients for Windows, Mac, and Linux regularly check <https://serenicare.ai/> for new versions of clients. The version checking request contains a non-personally identifiable unique id, which we use for client usage statistic purpose only. This ID doesn't contain any personal information.

5. Data protection

Short version: Our Privacy Policy tells you what you need to know about how we use any personal information you provide to us. The internet is a dangerous place and, while we've instituted safeguards to protect your information, you understand that data breaches happen and we can't guarantee perfect security.

Data security and user privacy are very, VERY important to us. Please read our Privacy Policy carefully for details relating to how we collect, use, and disclose personal information you provide to us in connection with your use of the Software.

As the Software is provided in the form of a self-hosted Instance, SereniCare AI will not have access to any of Your Content unless you include Your Content via email or other support channels to SereniCare AI. We have implemented, and the Software contains, commercially reasonable technical and organizational measures designed to secure Your Content and any other information you provide that is stored on your Instance (which we do not have access to), and any information that we do have access to (such as support emails you send to us, etc.), from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes. You understand that internet technologies have the inherent potential for disclosure.

6. Disclaimer of Warranty

Short version: Other than the warranties explicitly set forth in this section, SereniCare AI Software is provided “as is” with no guarantees of any kind (unless applicable law provides you additional mandatory rights). Please read this section carefully.

Our software, services and documentation are provided “as-is” and without warranty of any kind. To the fullest extent permitted by law, we disclaim all warranties, expressed or implied, including but not limited to the warranties of merchantability, accuracy, quiet enjoyment, title, noninfringement, and fitness for a particular purpose.

SereniCare AI does not warrant that the software, services or documentation will be uninterrupted or error-free or that all errors will be corrected. We disclaim all liability and responsibility for any third-party products or services or for any acts or omissions of any third-party suppliers, vendors or service providers.

7. Limitation of Liability

Short version: Each party’s liability is limited to direct damages wherever possible, and to no more than \$100 USD or the amount you paid us to access the software. Please read this section carefully.

To the fullest extent permitted by law, we will not be liable for any damages associated with our software, services or documentation, including without limitation, ordinary, incidental, indirect or consequential damages of any kind, such as loss of data, loss of opportunity or loss of profits, even if we have been advised of the possibility of such damages.

In no event will SereniCare AI be liable to any third-party vendor, supplier, service provider, or for any amount in excess of the total fees paid by you to SereniCare AI in the 12 months prior to the event giving rise to such liability. Notwithstanding any other provision in these terms, our maximum aggregate liability for evaluation software is \$100 USD.

8. Governing Law

Short version: The terms of this agreement are governed by Colorado law and disputes must be brought in Colorado.

Colorado law will govern all disputes relating to these terms of service to the extent permissible by applicable law. Any action brought relating to these terms or relating to the services provided by SereniCare AI must be brought in the state or federal courts of Colorado.

9. Conduct

You agree to follow all applicable laws while using our Services and you agree not to abuse or otherwise disrupt our Services by interacting with them in a way we did not clearly intend.

10. Communications

Short version: We will send you emails relating to your account, security, and other service-related topics. You can opt-out of non-essential communications.

You can control most of the communications you receive from us. If you have signed up to receive newsletters and/or general product notifications, you can unsubscribe at any time. To do so, click on the “unsubscribe” or “opt-out” link in the emails you receive. Even if you opt out, we may continue to contact you if there are problems with your customer account, such as failed transactions, and to provide the services you have requested, help you resolve problems, answer questions, comply with applicable laws and regulations, and for similar purposes as described in our Privacy Policy.

11. Medical Advice

Short version: We are not doctors and we do not provide medical advice. Please talk to a qualified medical professional before taking actions regarding your health.

The Software and Services are not intended to provide medical advice. The Software is designed to organize and retrieve information, and we sometimes cite the publicly available recommendations of health authorities, such as recommended daily step counts by the CDC. These should be interpreted as convenient information retrieval from public sources, not as advice from SereniCare AI. You should talk to a qualified medical professional before taking actions regarding your health.

12. About these Terms

If any provision of the Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the

minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.