

TERMS OF SERVICE

These Terms of Service (the “Terms”) constitute a binding agreement between you (the “Therapist,” “you,” or “Customer”) and **SuperGuide Ltd.** (“SuperGuide,” “we,” or “us”) and govern your access to and use of the SuperGuide platform and services.

By selecting “I Accept,” you acknowledge that you have read and understood these Terms and agree to be bound by them. If you represent a clinic or entity, you confirm that you have full authority to bind that entity to these Terms.

1. Our Services

1.1 Overview. SuperGuide provides an AI-assisted platform designed for licensed mental health professionals to manage patient interactions, document sessions, configure personalized AI therapy assistants for patients, and access analytics, summaries, and scheduling tools (collectively, the “Services”).

1.2 Patients and Workspaces. Each patient account is created and managed by a therapist under their workspace. Patients are considered Authorized Users under the therapist’s account. If a patient changes therapists, a new account must be created under the new therapist’s workspace.

1.3 Modifications. We may add, enhance, upgrade, modify or discontinue any functionality, feature or tool available through the Services in our discretion without further notice. If we make any material adverse change in the core functionality of the Services, then we will notify you by posting an announcement on the SuperGuide website, via your email address as provided under your Account or via the Services.

1.4 Third-Party Services and Integrations. The Services may include integrations or rely on third-party software, APIs, or tools (such as AI model providers, Google Calendar, or payment processors). SuperGuide is not responsible for the reliability, security, or functionality of these Third-Party Services, which are governed by their respective terms and policies.

1.5 Technical Support and Availability. Subject to payment of applicable fees, we will maintain and support the Services in accordance with our standard Service Level Agreement, as amended from time to time and made available to you upon request (the “SLA”). Please note that different service levels may be applied by with respect to various packages available as part of the Services, as may be updated by us from time to time.

2. Account Registration and Administration

2.1 Account Creation. To register for the Services, you have to create an account with the Service (“Account”). The first user of the Account is automatically assigned as the Account administrator (the “Admin”). By creating an Account, you agree to (i) provide accurate and complete Account and login information; (ii) keep and ensure that Authorized Users (as defined below) keep, all Account login details and passwords secure at all times; (iii) remain solely responsible for the activity that occurs in your Account including with respect of your Authorized Users; and (iv) promptly notify us of any unauthorized access or use of the Account or the Service. You will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or any other Authorized User or third party on your behalf.

2.2 Authorized Users. Therapists may grant access to Authorized Users, including patients, assistants, or clinic staff. You are fully responsible for all actions taken by your Authorized Users and for managing access and permissions.

2.3 Usage Limits. Use of the Services is subject to reasonable usage limits as defined in your plan. SuperGuide may restrict or charge for excessive usage that materially exceeds these limits.

2.4 Suspension Rights. SuperGuide may suspend or restrict access to your Account, without prior notice, if payments are overdue, unauthorized activity is suspected, or continued use poses risk or violates these Terms.

3. Content and Data

3.1 Customer Content. You may provide session notes, text, images, or other materials (“Customer Content”). You retain ownership of your Customer Content and grant SuperGuide a limited license to process and display it solely to provide the Services.

3.2 AI-Generated Content. The Services may generate automated insights or summaries (“AI Content”). Such content is for informational purposes only and may not be accurate or appropriate for all contexts. Therapists are responsible for reviewing and validating AI Content.

3.3 Responsibility. You are solely responsible for the legality, accuracy, and ethical use of all Customer Content, including obtaining patient consent.

3.4 Acceptable Use. You may not use the Services (a) to violate laws, (b) to collect or share data without consent, (c) to develop competing AI models, or (d) to interfere with the Services or other users.

4. Privacy and Data Protection

4.1 Role of Parties. The therapist is the data controller. SuperGuide acts as a data processor, processing data only under the therapist's instructions.

4.2 Patient Consent. The therapist is solely responsible for obtaining patient consent for data processing and use of SuperGuide.

4.3 Privacy Policy. Data handling practices are governed by the Privacy Policy at <https://superguide.care/privacy-policy>.

4.4 Compliance. SuperGuide complies with applicable data protection laws, including Israeli Privacy Protection Regulations and, where relevant, GDPR.

4.5 Anonymized Data. SuperGuide may collect anonymized data to improve its products, provided it cannot identify any user.

5. Subscription and Payment

5.1 Fees. Subscription fees are based on your plan as published on the SuperGuide Pricing Page. Fees are non-refundable unless required by law.

5.2 Currency. Payments may be made in USD or ILS, as determined by SuperGuide.

5.3 Billing and Renewal. Fees are billed automatically at the start of each term and renew unless canceled prior to renewal. Unpaid accounts may be suspended.

5.4 Trial Period. Trial use is provided "as is," without warranty or support. SuperGuide's total liability for trial use shall not exceed \$100.

5.5 Taxes. Fees exclude taxes. You are responsible for all applicable taxes except those based on SuperGuide's income.

5.6 Payment Processor. Payments are handled by third-party processors (e.g., Stripe). SuperGuide is not liable for their actions or omissions.

5.7 Patient Access Termination. When a therapist's subscription ends, all associated patient accounts lose access. Data may be deleted or anonymized after a retention period.

6. Confidentiality

Each party ("Recipient") may receive confidential information ("Confidential Information") from the other ("Discloser"). Both agree to protect such information with reasonable care and not disclose it except as required to perform these Terms. This obligation does not apply to information that is public, already known, lawfully received, or independently

developed. All SuperGuide intellectual property is considered SuperGuide Confidential Information.

7. Intellectual Property

7.1 Ownership. All intellectual property in the Services, including software, designs, and AI models, belongs to SuperGuide or its licensors.

7.2 License. Subject to payment of applicable fees, you receive a limited, non-exclusive, non-transferable license to use the Services during your subscription.

7.3 Restrictions. You may not reverse engineer, resell, or use the Services to build competing products.

7.4 Feedback. Feedback you provide may be used freely by SuperGuide without obligation.

8. Liability and Disclaimers

8.1 No Medical Advice. SuperGuide is not a healthcare provider. The Services are tools to assist therapists and are not substitutes for professional judgment.

8.2 Disclaimer. The Services are provided “as is” and “as available,” without warranties of any kind.

8.3 Limitation of Liability. To the extent permitted by law, SuperGuide’s total liability shall not exceed the amount paid by the therapist in the 12 months preceding the claim.

8.4 Indemnification. Therapists will indemnify SuperGuide against any claims arising from their use of the Services or patient-related activities.

8.5 Third-Party Liability. SuperGuide bears no responsibility for third-party services, including their operability, security, or data practices.

9. Term and Termination

9.1 Term. These Terms take effect upon acceptance and remain in force during your use of the Services.

9.2 Termination. Either party may terminate upon 30 days’ written notice if the other materially breaches and fails to cure.

9.3 Suspension. SuperGuide may suspend Accounts for non-payment, breach, or risk to system integrity.

9.4 Effect of Termination. Upon termination, all access ceases. You have 30 days to export data. Sections on confidentiality, payment, limitation of liability, and data protection survive termination.

10. Miscellaneous

10.1 Governing Law and Venue. These Terms are governed by Israeli law, with exclusive jurisdiction in Tel Aviv.

10.2 Publicity. SuperGuide may identify the therapist or clinic as a customer in marketing materials unless you opt out in writing.

10.3 Class Action Waiver. Where permitted by law, both parties agree that claims will be brought only individually, not as a class or representative action.

10.4 Assignment. Either party may assign these Terms to an affiliate or successor in connection with a merger or sale.

10.5 Force Majeure. Neither party is liable for delays or failures beyond their control, including natural disasters, internet outages, labor disputes, or public health emergencies.

10.6 Relationship of the Parties. The parties are independent contractors; these Terms create no partnership, employment, or agency relationship.

10.7 Notices. Notices are effective 24 hours after delivery by email or posting in the platform. Notices to SuperGuide must be sent to support@superguide.care.

10.8 Modifications. SuperGuide may update these Terms by posting changes or notifying you. Continued use constitutes acceptance.

10.9 Entire Agreement. These Terms represent the full agreement and supersede prior versions.

SuperGuide Ltd.

Tel Aviv, Israel

support@superguide.care

<https://superguide.care>