

Terms & conditions:

TERMS AND CONDITIONS

Effective Date: 10/04/2025

1. Introduction

1.1. BOOKEDCARELLC ("We," "Us," "Our," or "Company") is engaged by the Client ("You" or "Your") to provide services in accordance with these Terms and Conditions ("Agreement"). BOOKEDCARELLC is a Limited Liability Company (LLC) registered in the United States of America under its governing law.

2. Definitions

2.1. "Agreement" means these Terms and Conditions, including any incorporated Proposal.

2.2. "Confidential Information" means all non-public information disclosed between the parties, including but not limited to business strategies, client data, and proprietary methods.

2.3. "Proposal" means the email or document issued by BOOKEDCARELLC to the Client detailing the services, Fees, and specific terms.

2.4. "Service Date" means the date BOOKEDCARELLC begins providing services, confirmed after receipt of the Deposit.

2.5. "Service" means the Service outlined in the Proposal.

3. Supply of Services

3.1 BOOKEDCARELLC provides lead generation services and AI systems for Orthodontic Clinics or other private healthcare firms, including the collection of potential customer information and setting appointments for the client.

4. Client Obligations

4.1. The Client shall provide all necessary cooperation, access, and accurate, complete, and lawful information required by BOOKEDCARELLC to perform the Service effectively unless otherwise agreed.

4.2. The Client shall indemnify, defend, and hold BOOKEDCARELLC harmless against any losses, damages, claims, or liabilities (including legal fees) arising

from inaccurate, misleading, incomplete, or unlawful information or content provided by the Client, or from the Client's breach of this Agreement.

4.3 The client must ensure their staff systematically follows up on the leads provided.

5. Fees, Payments, and Refunds

5.1 The client agrees to pay a retainer fee or pay per appointment fee as outlined in the service agreement provided. All advertising spend is the full responsibility of the client. Payments are non-refundable, except in certain situations where BOOKEDCARELLC has not provided the fulfillment that was outlined in the agreement.

6. Termination

6.1. This Agreement commences on the Service Date and continues until completion of the Service or termination per this Section.

6.2. BOOKEDCARELLC may terminate immediately, with written notice, for: Non-payment persists for 30 days after notice.

Client's material breach (e.g., failure to comply with 4.1) uncured within 30 days of notice.

6.3. The Client may terminate after the minimum engagement period (5.6) with 30 days' written notice, provided all Fees are paid. Early termination incurs full Fees for the minimum period.

6.4 BOOKEDCARELLC reserves the right to terminate services if a client violates these terms or engages in unethical business practices.

7. Liability and Indemnity

7.1. BOOKEDCARELLC's total liability under this Agreement is limited to the Fees paid by the Client in the preceding 90 days. BOOKEDCARELLC shall not be liable for:

Actions, inactions, or changes by third-party platforms;

Indirect, consequential, incidental, special, or punitive damages (including loss of business, profits, or data) arising from the Service, even if advised of such possibility; or

Any failure to achieve specific outcomes beyond BOOKEDCARELLC's reasonable control.

7.2. The Client shall indemnify, defend, and hold BOOKEDCARELLC, its affiliates, officers, and agents harmless against any claims, damages, losses, or

liabilities (including legal fees) arising from the Client's content, use of the Service, or breach of this Agreement.

7.3 BOOKEDCARELLC is hereby not liable for any damages, lost revenue, or issues related to the leads generated from the work provided.

8. Governing law

8.1. This Agreement is governed by and construed under the laws of the United States of America. All disputes are subject to the exclusive jurisdiction of United States courts.

8.3. If any provision is invalid or unenforceable, the remaining provisions remain in full force; invalid terms will be reformed to the minimum extent necessary to be enforceable.

8.4 This Agreement, including the Proposal, constitutes the entire understanding between the parties, superseding all prior agreements, whether written or oral.

9. Website Terms of Service

9.1 Website Usage: The website located at BookedCare.com (the "Site") is owned and operated by BOOKEDCARELLC. By accessing or using the Site in any manner, whether automated or otherwise, you agree to be bound by this Agreement, including these Website Terms of Service, our Privacy Policy, and any additional terms applicable to specific sections of the Site or to products and services available through the Site or from BOOKEDCARELLC. Such access or use constitutes your acceptance of this Agreement.

9.2 Changes to Terms: We reserve the right to modify this Agreement, including these Website Terms of Service, or impose new conditions on the use of the Site, at our discretion. Any revisions will be posted on the Site, and your continued use of the Site thereafter constitutes acceptance of the Agreement as modified.

9.3 Intellectual Property Rights:

Our Limited License to You: The Site and all materials available thereon are the property of BOOKEDCARELLC, its affiliates, or licensors, protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal, non-commercial use. Unless explicitly authorized herein or by the material's owner, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works from, exploit, or distribute any Site material in any manner or medium (including email or other electronic means).

Your License to Us: By submitting material (e.g., comments, photos, videos) to us via the Site, social media, email, or otherwise, you represent that you own the material or have the owner's express consent.

9.4 Disclaimers: Links to third-party sites on the Site do not imply endorsement by BOOKEDCARELLC. We do not control or guarantee the accuracy, completeness, or reliability of third-party content, products, or services. The Site, its services, and third-party sites are provided "as is" without warranties, express or implied.

PRIVACY POLICY

BOOKEDCARELLC WEBSITE PRIVACY POLICY

YOUR PRIVACY

Last updated: 10/03/2025

At BookedCare.com we are committed to protecting your privacy as a customer and an online visitor to our website. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the American Privacy Principles. Please read our privacy policy below carefully.

INFORMATION WE COLLECT FROM YOU

In the course of your visits to our website or use of our products and services, we may obtain the following information about you: name, company name, email address, telephone number, credit card details, billing address, geographic location, IP address, survey responses, support queries, blog comments and social media handles (together 'Personal Data').

Our services are not directed to persons under 18 and we do not knowingly collect Personal Data from anyone under 18. If we become aware that a child under 18 has provided us with Personal Data, we will delete that information as quickly as possible. If you are the parent or guardian of a child and you believe they have provided us with Personal Data without your consent, then please contact us.

You can review, correct, update or delete your Personal Data contacting us directly to do so.

HOW WE USE YOUR INFORMATION

Personally Identifiable Information: We use the information we collect to deliver our services to you, including: communicating with you, providing technical support, notifying you of updates and offers, sharing useful content, measuring customer satisfaction, diagnosing problems and providing you with a personalized website experience.

Marketing communications are only sent to you if you have requested or subscribed to them. You can opt out of our marketing communications at any time by unsubscribing or emailing us, and your request will be actioned immediately.

Non-Personally Identifiable Information: We also use the information we collect in aggregated and anonymized forms to improve our services, including: administering our website, producing reports and analytics, advertising our products and services, identifying user demands and assisting in meeting customer needs generally.

Any information you choose to make publicly available, such as blog comments and testimonials on our website, will be available for others to see.

If you subsequently remove this information, copies may remain viewable in cached and archived pages on other websites or if others have copied or saved the information.

STORAGE AND SECURITY OF YOUR INFORMATION

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. All information we receive from you is stored and protected on our secure servers from unauthorized use or access. Credit card information is encrypted before transmission and is not stored by us on our servers.

To enable us to deliver our services, we may transfer information that we collect about you, including Personal Data, across borders for storage and processing in countries other than America. If your Personal Data is transferred and processed outside America, it will only be

transferred to countries that have adequate privacy protections.

We retain your personal information for as long as needed to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes and enforce our agreements. In the event there is a breach of our security and your Personal Data is compromised, we will promptly notify you in compliance with the applicable law.

COOKIES AND PIXELS

A cookie is a small file placed in your web browser that collects information about your web browsing behavior. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any Personal Data (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.

Our website uses cookies to analyze website traffic, provide social media sharing and liking functionality and help us provide a better website visitor experience. In addition, cookies and pixels may be used to serve relevant ads to website visitors through third party services such as Google Adwords and Facebook Advertising. These ads may appear on this website or other websites you visit.

SHARING YOUR INFORMATION WITH THIRD PARTIES

We do not and will not sell or deal in Personal Data or any customer information.

Your Personal Data details are only disclosed to third party suppliers when it is required by law, for goods or services which you have purchased, for payment processing or to protect our copyright, trademarks and other legal rights. To the extent that we do share your Personal Data with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy and in accordance with applicable law. Our contracts with third parties prohibit them from

using any of your Personal Data for any purpose other than that for which it was shared.

DISCLOSURE OF YOUR INFORMATION

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of BookedCare.com, our customers or third parties. If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be transferred to a purchaser under a confidentiality agreement. We would only disclose your Personal Data in good faith and where required by any of the above circumstances.

CHANGE IN PRIVACY POLICY

As we plan to ensure our privacy policy remains current, this policy may be subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy.

CONTACT US

If you have any questions or concerns at any time about our privacy policy or the use of your Personal Data, please contact sung@bookedcare.com