

# Ruana Terms of Service

Effective Date: August 18, 2025

Last Updated: August 18, 2025

## 1. Who We Are

Ruana LLC, Principal Office: 548 MARKET ST #228047, San Francisco, CA 94104, USA. Incorporated in California, United States.

## 2. Eligibility

You must be 18 years or older to use Ruana. By creating an account, you represent that you meet this requirement.

## 3. Data Roles

The Subscriber (clinic or practitioner) is the Data Controller. Ruana acts only as a Data Processor.

## 4. User Accounts

Ruana supports multiple user roles, including account owners (clinics or practitioners), administrators, staff, and assistants. New accounts receive a 14-day free trial for either of Ruana's two paid plans. All data uploaded into Ruana (including patient information and practice records) belongs to the account owner (clinic or practitioner). You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.

## 5. Patient Data

Subscribers remain solely responsible for compliance with applicable privacy and health data laws. Patient data is retained for 90 days after termination, then permanently deleted unless required by law.

## 6. Subscriptions and Billing

Ruana offers monthly subscriptions. Each plan includes a 14-day free trial. At the end of the trial, you must provide payment to continue using Ruana. Subscriptions are billed via Stripe and renew automatically unless canceled. Refund requests will be considered on a case-by-case basis, consistent with industry practice, and we will honor refunds made within 30 days of purchase. If payment is not received, Ruana may suspend your account. Data will be retained for 90 days, after which it may be permanently deleted.

## 7. Termination and Data Export

You may cancel your subscription at any time through your account settings. We may suspend or terminate your account if you violate these Terms. Upon cancellation, you may request a data export.

Ruana will retain your data for 90 days, after which it will be permanently deleted. Ruana's development team will assist with manual exports upon request.

## **8. Support and Availability**

Ruana strives to maintain high availability, consistent with industry standards (target 99% uptime). Ruana provides email and chat support during regular business hours. Scheduled maintenance or unforeseen outages may occur. Ruana will make reasonable efforts to notify users in advance of planned downtime.

## **9. Acceptable Use**

You agree not to use Ruana for unlawful or harmful purposes, attempt to reverse engineer, copy, or modify the Services, or upload harmful code or interfere with system operations. You may not impersonate others, misuse Ruana's brand, or engage in conduct that harms Ruana's reputation. Ruana reserves the right to suspend accounts that violate acceptable use.

## **10. Feedback and Suggestions**

If you provide feedback or suggestions, Ruana may use them without obligation or compensation to you.

## **11. Breach and Audit Logs**

Ruana maintains logs for system access, breaches, and auditability. We will notify Subscribers of security breaches in accordance with applicable law.

## **12. Indemnification**

You agree to indemnify, defend, and hold harmless Ruana LLC, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to: your use of the Services in violation of these Terms, your violation of applicable laws or regulations, or any misuse, disclosure, or unauthorized processing of personal or patient data by you or your staff. Subscribers remain solely responsible for compliance with all applicable privacy, health, and data protection laws.

## **13. Limitation of Liability**

To the maximum extent permitted by law, Ruana's liability is limited to three months of subscription fees paid. Ruana is not liable for indirect, incidental, or consequential damages (including lost profits or data loss).

## **14. Dispute Resolution & Arbitration**

Any disputes will be resolved through binding arbitration under the rules of the American Arbitration Association. You agree that disputes may only be resolved on an individual basis. Class actions, representative actions, and collective arbitrations are not permitted. You may opt out of arbitration by

providing written notice within 30 days of accepting these Terms. These Terms are governed by the laws of California, United States, without regard to conflict-of-law principles.

## **15. Force Majeure**

Ruana is not liable for any failure or delay caused by circumstances beyond our reasonable control, including but not limited to natural disasters, internet or telecommunications outages, labor disputes, or government restrictions.

## **16. Changes to These Terms**

We may update these Terms from time to time. Material changes will be notified by email or in-app. Continued use of Ruana after changes constitutes acceptance.

## **17. Contact Us**

Ruana LLC, 548 MARKET ST #228047, San Francisco, CA 94104, USA. Email: [rouzbeh.noroozy@getruana.com](mailto:rouzbeh.noroozy@getruana.com)