

SENECTA TERMS AND CONDITIONS

Last updated: 26 August 2026

These Terms and Conditions (the "**Terms**") govern access to and use of the Senecta monitoring system, the Senecta dashboard and applications, the Senecta sensors, and the website at senecta.ai (together, the "**Service**"). The Service is provided by **Senecta, Inc.**, a Delaware corporation with its principal place of business at 625 2nd Street, San Francisco, CA 94107 ("**Senecta**", "we", "us").

By accessing the Service you agree to these Terms. If you do not agree, do not use the Service.

1. Definitions

1.1 "**Customer**" means an agency, care organisation, or other entity that has entered into a Service Agreement with Senecta.

1.2 "**Service Agreement**" means the written monitoring service agreement, subscription order, or other contract executed between Customer and Senecta.

1.3 "**Sensor**" means a Senecta sensor device supplied by Senecta. Senecta sensors combine **radar (radio frequency) sensing** and **acoustic sensing** in a single device. **Senecta sensors contain no camera and capture no images or video.**

1.4 "**Household**" means a private residence in which one or more Sensors are installed and active.

1.5 "**Resident**" means the individual receiving care services from Customer at a Household.

1.6 "**Dashboard**" means the Senecta web and mobile applications through which Insights and alerts are made available.

1.7 "**Insights**" means the signals, patterns, alerts, and reports generated by the Service, including movement and presence patterns, cough frequency trends, vocalisation and conversation activity levels, and bathroom-visit frequency.

1.8 "**Authorized User**" means an individual whom Customer permits to access the Dashboard.

1.9 "**Documentation**" means the user guides, placement guides, and technical materials Senecta makes available.

2. Scope and relationship to the Service Agreement

2.1 These Terms apply to everyone who uses the Service, including visitors to our website who are not Customers.

2.2 Where a Service Agreement exists, it governs the supply of the Service, fees, data protection, service levels, and liability. **In the event of any conflict between these Terms and a Service Agreement, the Service Agreement prevails.**

2.3 We may make these Terms available in languages other than English. **In the event of any discrepancy, the English version prevails.**

3. The Service

3.1 What the system does. Senecta sensors observe general activity in a Household using radar and acoustic sensing, and the Service analyses that data automatically to produce Insights for Customer.

3.2 Radar sensing. The radar component detects movement, presence, and position within a room. It does not produce images, video, or any visual representation of a person.

3.3 Acoustic sensing. The acoustic component captures ambient sound in order to detect patterns such as coughing and general activity. **The sound is analysed automatically by software. No person listens to it: not Customer, not Senecta personnel, and not any third party.** Only the derived Insights are made available through the Dashboard.

3.4 Not an emergency response system. The Service is **not** a personal emergency response system, medical alert system, life safety system, or fire or security alarm. It does not summon emergency services. It is not monitored by Senecta or by any third-party monitoring centre, at any hour.

3.5 Not a medical device and no diagnosis. The Service is a wellness and operational insight tool. It is **not** an FDA-cleared or FDA-approved medical device. Senecta does not provide diagnoses, medical advice, or clinical services, and no provider-patient relationship arises from use of the Service. Insights are indicators for human review, not clinical findings. Customer is solely responsible for all care and clinical decisions.

3.6 Accuracy. Senecta makes no representation or warranty as to the correctness, accuracy, completeness, timeliness, or reliability of any Insight or alert. Detection, including fall detection, is probabilistic and will produce both false positives and false negatives. Detection depends on Sensor placement, environmental conditions, mains power, and internet connectivity, and events may go undetected.

3.7 Response is Customer's responsibility. Customer defines, staffs, and executes its own protocol for responding to Insights and alerts, including when to dispatch staff, contact a family member, contact a clinician, or call emergency services. Senecta does not monitor, triage, or respond to alerts.

If you are dealing with a medical emergency, call 911 or your local emergency number.

4. Accounts and access

4.1 You must be at least 18 years old and able to form a binding contract.

4.2 Dashboard access is limited to Authorized Users. Customer is responsible for whom it authorises and for everything those individuals do.

4.3 You are responsible for keeping credentials confidential and for all activity under your account. Tell us promptly at mauro@senecta.ai if you believe an account has been compromised.

4.4 Senecta may access Customer's account as reasonably necessary to provide support, investigate a security or safety issue, or comply with law.

5. Senecta Sensors

5.1 Supply. Sensors are supplied under a Service Agreement. Unless that agreement expressly provides for purchase, Sensors are provided for use during the subscription only and are not sold.

5.2 Delivery. Senecta ships Sensors to the address Customer designates and bears the cost of outbound shipping. Indicative lead time is twenty-one (21) business days from order unless otherwise agreed. If delivery is delayed by more than fourteen (14) days beyond the agreed date, Customer may

cancel the affected order and receive a refund of any amount paid for it.

5.3 Inspection. Customer should inspect Sensors on arrival. Sensors are deemed accepted seven (7) days after delivery unless Customer notifies Senecta of a defect or shortage within that period.

5.4 Title and risk. Title to leased Sensors remains with Senecta at all times. Risk of loss or damage passes to Customer on delivery and remains with Customer until the Sensors are returned to Senecta.

5.5 Installation. Installation is performed by Customer and requires no tools or trade skills. Each Sensor is placed and plugged into a standard mains outlet and self-provisions once connected to the Household network. Senecta does not attend Households and provides no on-site installation, configuration, maintenance, or removal service. Customer will position Sensors in accordance with the Placement Guide, and acknowledges that detection quality depends on correct placement.

5.6 Care of Sensors. Customer will handle and store Sensors in accordance with Senecta's instructions, keep them in good working condition, protect them from environmental damage, and promptly report damage or malfunction to mauro@senecta.ai.

5.7 Prohibited acts. Customer will not, and will not permit anyone else to, open, disassemble, modify, repair, reverse engineer, sublet, sell, transfer, pledge, or encumber any Sensor, or remove any Sensor from the Households recorded in the Service without updating those records.

5.8 Warranty and replacement. Senecta warrants that Sensors will be free from material defects in materials and workmanship under normal use during the subscription. Senecta will replace a Sensor that fails due to a manufacturing or component defect at no charge. This warranty does not apply to damage caused by misuse, unauthorised handling, or a prohibited act under Section 5.7.

5.9 Damage. Where a Sensor is damaged beyond normal wear and tear while in Customer's possession or at a Household, Customer is responsible for a charge of three hundred and fifty US dollars (\$350.00) per Sensor, plus return shipping, other than damage caused by a manufacturing or component defect or by Senecta.

5.10 Return when use ends. When a subscription ends, for any reason, the right to possess and use the Sensors ends with it. Customer will return all Sensors to Senecta within thirty (30) days, in good and working condition, at Customer's expense, using the return materials Senecta provides, and will remove all Sensors from Households and inform the affected Residents and families.

5.11 Loss and late return. A charge of three hundred and fifty US dollars (\$350.00) applies for each Sensor that is lost or stolen. Sensors not returned within the period in Section 5.10 incur a late return fee of fifty US dollars (\$50.00) per week per Sensor, capped at two hundred and fifty US dollars (\$250.00) per Sensor. A Sensor still not returned once that cap is reached is treated as lost and charged at \$350.00, less any late return fee already paid for that Sensor.

5.12 Charging the payment method on file. Customer authorises Senecta to charge the payment method held on file for any amount due under Sections 5.9 and 5.11. Senecta will give at least ten (10) days' written notice of the amount and the Sensors concerned before charging. **This authorisation survives the end of the subscription and remains in effect until all Sensors have been returned or paid for.**

6. Acceptable use

You will not, and will not permit anyone else to:

- use the Service for any unlawful purpose, or in breach of any privacy, recording, wiretapping, or eavesdropping law
- install or operate a Sensor in any location without the consents and notices required by applicable law
- install a Sensor in any location where a heightened expectation of privacy applies and installation would be unlawful
- use the Service to monitor or evaluate the performance of individual workers, or to conduct surveillance unrelated to the delivery of care
- copy, modify, reverse engineer, decompile, or create derivative works from the Service, the Dashboard, or any Sensor
- probe, scan, or test the vulnerability of the Service, or circumvent any security or access control
- interfere with the operation of the Service, or introduce malicious code
- resell, sublicense, or make the Service available to any third party except as expressly permitted under a Service Agreement
- misrepresent the capabilities of the Senecta system to any Resident, family member, referral source, or in any marketing material, or describe it as preventing falls or guaranteeing detection

7. Customer responsibilities, consents and notices

7.1 Before activating a Sensor at a Household, Customer will obtain all consents and give all notices required by applicable law from the Resident or the Resident's legal representative, and from any other person whose consent applicable law requires.

7.2 Customer acknowledges that Senecta sensors capture ambient audio characteristics, and is responsible for compliance with all applicable federal and state wiretapping, eavesdropping, and all-party consent laws in the jurisdictions where Sensors are installed, including the all-party consent requirements in states such as California, Florida, Illinois, Pennsylvania, and Washington.

7.3 Customer will inform its caregivers and other workers who attend a Household that a monitoring system is in operation there.

7.4 If a Resident or legal representative withdraws consent or objects to the operation of a Sensor, Customer will deactivate and remove it promptly and record the event in the Service.

7.5 Customer will hold and maintain all licences required to operate in each jurisdiction where a Sensor is installed.

8. Notifications

8.1 The Service sends alerts and notifications to Authorized Users by email, in-app message, and where enabled, SMS.

8.2 Where Customer enables SMS notifications, Customer is responsible for obtaining documented consent from each recipient before those messages are sent, including disclosure that messages may be sent using automated technology, that message and data rates may apply, and how to opt out. Consent to receive notifications is not a condition of using the Service.

8.3 Recipients may opt out of SMS notifications at any time by replying STOP or by contacting Customer. Opting out does not affect access to the Service.

9. Fees and payment

9.1 Fees, billing, renewal, and cancellation are governed by the applicable Service Agreement. Nothing on the website constitutes an offer to supply at a particular price.

9.2 Amounts are payable in full without deduction or set-off. Customer is responsible for all applicable taxes other than taxes on Senecta's net income.

9.3 Undisputed amounts not paid when due accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Senecta may suspend the Service where amounts remain outstanding, on notice.

10. Data and ownership

10.1 **Customer data.** As between the parties, Customer retains all right, title, and interest in the data captured by or derived from Sensors at its Households and in its account data.

10.2 **Licence to Senecta.** Customer grants Senecta a licence to use that data to provide, secure, and support the Service.

10.3 **De-identified data.** Senecta may create de-identified and aggregated data and may use it, on a perpetual basis and after termination, to operate, secure, and improve the Service, to develop, train, and improve the models underlying it, and to develop new products. Senecta will not disclose such data in a form that could reasonably be re-identified, and will not use it to contact, profile, or make decisions about any individual.

10.4 **Senecta property.** Senecta owns all right, title, and interest in the Senecta system, the Sensors, the Dashboard, its software, models, and Documentation, and in all improvements to them. Nothing in these Terms transfers any of those rights.

10.5 **Trademarks.** "Senecta", together with our logo, is a trademark of Senecta, Inc. and may not be used without prior written consent, except as expressly permitted under a Service Agreement.

10.6 **Feedback.** If you send us feedback or suggestions, we may use them without restriction and without obligation to you.

11. Privacy

11.1 Our handling of personal information is described in our **Privacy Policy**.

11.2 Where we process personal information on behalf of a Customer, our **Data Processing Addendum** applies.

11.3 Where a Customer is a HIPAA covered entity or business associate and the data constitutes protected health information, a Business Associate Agreement is required and will govern that data.

12. Third-party services

The Service may link to or interoperate with third-party services, including care management systems and payment processors. We are not responsible for those services, their content, or their privacy practices, and your use of them is governed by their own terms.

13. Availability

13.1 We aim to keep the Service available but do not guarantee uninterrupted access. We may suspend access for maintenance and will give reasonable notice of planned maintenance where we can.

13.2 Any committed availability level and any associated service credits are set out in the applicable Service Agreement, and not in these Terms.

14. Term, suspension and termination

14.1 These Terms apply for as long as you use the Service.

14.2 We may suspend or terminate access immediately if your use presents a material legal, security, or safety risk, including operating a Sensor without the consents required by Section 7.1, or if you breach these Terms.

14.3 On termination, Section 5.10 applies to the return of Sensors.

14.4 Sections 3, 5.4, 5.9 to 5.12, 10, 15, 16, and 17 survive termination.

15. Disclaimer of warranties

EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR IN A SERVICE AGREEMENT, THE SERVICE, THE DASHBOARD, THE SENSORS, AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE". SENECTA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SATISFACTORY QUALITY. SENECTA DOES NOT WARRANT THAT THE SERVICE WILL DETECT ANY PARTICULAR EVENT, OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

16. Limitation of liability and indemnity

16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, SENECTA WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOSS OF DATA.

16.2 For Customers, total aggregate liability is governed by the limitation of liability provisions of the applicable Service Agreement. For users who are not Customers, total aggregate liability arising out of or relating to the Service will not exceed one hundred US dollars (\$100).

16.3 You will indemnify and hold Senecta harmless from any third-party claim arising out of your use or misuse of the Service, your breach of these Terms, your failure to obtain any consent or give any notice required by Section 7, or your violation of any law or third-party right. Customers are subject instead to the indemnification provisions of their Service Agreement.

16.4 Nothing in these Terms excludes liability that cannot be excluded by law.

17. General

17.1 **Governing law.** These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws principles.

17.2 **Disputes.** The parties will attempt good-faith resolution for thirty (30) days. Thereafter, disputes arising out of or relating to these Terms will be finally resolved by binding arbitration administered by JAMS in San Francisco, California, under its Streamlined Arbitration Rules, before a single arbitrator.

Either party may seek injunctive relief in any court of competent jurisdiction. Where you are a Customer, the dispute resolution provisions of your Service Agreement apply instead.

17.3 Changes. We may update these Terms. We will change the date above and, where the change is material, give notice through the Service or by email. Continued use after the change takes effect means you accept the updated Terms. Changes to these Terms do not vary a Service Agreement.

17.4 Severability. If any provision is held unenforceable, it is modified to the minimum extent necessary and the rest remains in effect.

17.5 Waiver. Our failure to enforce a provision is not a waiver of it.

17.6 Assignment. You may not assign your rights under these Terms without our written consent.

17.7 Entire agreement. These Terms, together with the Privacy Policy and Data Processing Addendum, are the entire agreement between you and Senecta regarding the Service, except where a Service Agreement applies.

18. Contact

Senecta, Inc.

625 2nd Street, San Francisco, CA 94107, United States

mauro@senecta.ai