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# Terms of Use

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## Version 1.0 dated April 11, 2026

These Terms of Use (the "Terms of Use") govern access to and use of the Smilu website, [www.smilu.ch](http://www.smilu.ch) (the "Website"), and the Smilu platform and application (collectively, the "Platform" or "Smilu") and related services (collectively, the "Services"), provided by Saforia GmbH, Chamerstrasse 176, 6300 Zug (the "Provider").

Smilu is a conversational support tool for everyday life. Smilu offers features to support everyday reflection, thought recording, and emotion processing.

To access the Platform, users (the "Users") must accept and comply with these Terms of Use.

The Provider reserves the right to modify these Terms of Use and Services, or parts thereof, from time to time, or to temporarily or permanently discontinue the Platform or parts thereof. Users should review the Terms of Use regularly. Continued use after changes constitutes acceptance of the revised terms of service. If users do not agree, access and use are prohibited.

## 1 Scope

The purpose of the platform is to provide a digital environment that enables users to engage in conversations, reflect on their thoughts and emotions, create journal entries, and establish routines to enhance their personal well-being. Smilu offers various conversation styles, listens without judgment, and supports users in self-reflection without providing medical, therapeutic, or psychological services or replacing professional advice.

Smilu does not offer medical, psychiatric, psychotherapeutic, or other professional advice. The platform's content does not constitute a diagnosis, risk assessment, or therapeutic intervention. Users acknowledge that all guidance is purely supportive and based on algorithmically generated content.

## 2 Platform

### 2.1 Access

The platform is accessible to users via individual user accounts (the "User Account").

Use of the platform is permitted only to persons aged 18 and over. By registering, users confirm that they are at least 18 years old. The provider may request proof of age or block accounts of minors.

Users must provide accurate, truthful, current, and complete information during registration and keep their account information up to date.

Users are responsible for:

- controlling access to their User Accounts;
- maintaining the confidentiality and security of their User Account login credentials and must not share their login credentials with third parties; and
- notifying the provider immediately if they suspect that their User Account login credentials have been lost, stolen, and/or their account has been otherwise compromised.

## **2.2 Blocking and Deletion of User Accounts**

A user account may be blocked or deleted by the provider for the following reasons:

- if there is a valid reason for termination of the Terms of Use,
- if there are reasons necessary for security reasons (regarding access data, the secure operation of the software, or the account itself),
- if false information was provided during registration or updates were not performed,
- if the account was transferred to a third party or access to it was granted,
- in the event of violations of applicable laws, public decency, or the Terms of Use.

Users whose accounts have been blocked or deleted may not use the platform with another user account.

The provider will inform users as soon as possible, but no later than after a user account has been blocked or deleted. As soon as the reasons for a block no longer exist, the provider will lift the block or replace the access data and inform the users accordingly.

## **2.3 Payment**

The platform offers two paid subscription models: Standard and Premium.

The subscription renews automatically at the specified price (Standard: CHF 7.90 per month; Premium: CHF 12.90 per month) unless the user cancels the subscription beforehand. Cancellation is possible at any time.

Billing, management, renewal, and cancellation of the subscription are handled exclusively through the respective app store (e.g., Apple App Store or Google Play Store). The payment and billing terms specified therein apply.

Once the paid subscription begins, the app store will collect the monthly fees until the user cancels the subscription through the respective app store. Proportional refunds for billing periods already begun are excluded, unless mandatory legal provisions stipulate otherwise.

### **3 Users Obligations**

Smilu is not suitable for crisis situations, emergencies, or acute mental health emergencies.

Users are expressly advised within these Terms of Use and on the platform that if they are in a life-threatening situation or other emergency and/or require urgent assistance, they should not use the platform and should contact the relevant authorities immediately.

### **4 Restrictions on Use**

In addition to other restrictions set forth in these Terms of Use or otherwise, the following activities are specifically prohibited:

- Copying, reproducing, modifying, selling, sublicensing, and/or otherwise commercializing the platform and its content;
- Removing, altering, circumventing, or impairing any copyright, trademark, or other proprietary notices affixed to the platform or its content;
- Using the platform in a manner that is or could be harmful to it;
- Using the platform in a manner that impairs other users' access;
- Using the platform contrary to applicable laws and regulations or in a manner that causes or could cause damage to the platform or to any natural or legal person;
- Using malicious software, in particular viruses, Trojan horses, or other malware;
- Performing data mining, data harvesting, data extraction, scraping, or other similar activities in connection with or during the use of the platform;
- Accessing the platform via an automated system, including but not limited to spiders, offline readers, robots, etc., or other measures that may place an unreasonable burden on the infrastructure;
- Using the platform to collect personal data;

- Circumventing measures that the provider may use to prevent or restrict access to or use of the platform;
- Reverse engineering (or attempting to reverse engineer) any part of the platform, including deriving the source code or creating derivative works or materials of any kind using the content available on the platform.

Users warrant that they are legally authorized to use all content and personal data they enter, upload, or otherwise process on the platform and possess the necessary rights, consents, or other legal basis to do so. Users ensure that the use of such data within the platform does not infringe upon the rights of any third party.

Users acknowledge that the provider is entitled, and may be legally obligated, to suspend access to the platform or the user account if there is reasonable cause to believe that illegal, unlawful, immoral, or unethical activities, fraudulent use, and/or attempted fraudulent activities have occurred or may occur, or if there has been a breach of the aforementioned obligations. In the event of a suspension, users remain liable for all fees and costs incurred during the suspension period.

Users may not use the platform to obtain, or appear to obtain, medical, psychotherapeutic, or psychiatric diagnoses, interventions, or recommendations. It is specifically prohibited to use or rely on the platform to assess suicide risks, self-harm, or mental health crises. In such situations, the relevant emergency and specialist services should be contacted.

## **5 Limitation of Liability**

### **5.1 Use of the Platform**

The platform, together with all content, data, information, and materials contained therein, is provided "as is" and "as available." All information provided is obtained from sources carefully selected by the provider and deemed reliable. However, the provider makes no express or implied warranty, representation, or guarantee of any kind regarding the timeliness, accuracy, reliability, completeness, or suitability of the information.

Users expressly acknowledge that all responses, advice, suggestions, or other outputs from the platform are generated, in whole or in part, automatically by artificial intelligence models. Such content may be erroneous, incomplete, misleading, or unsuitable for a particular individual situation. The provider makes no warranty whatsoever regarding the accuracy, appropriateness, or reliability of the AI-generated content.

Users may not rely solely on this content and acknowledge that all decisions or actions they take as a result of using the platform are their sole responsibility. The provider is not liable, in particular, for

damages arising from the following, misinterpretation, or application of AI-generated content, to the extent permitted by law.

Users are aware that using the platform requires a functioning internet connection. Furthermore, the provider does not guarantee that the platform or any part thereof will function flawlessly or be accessible at all times, and is accordingly not liable for the platform's complete error-free operation and continuity. The provider takes all reasonable measures to protect user data. However, users are aware that no measures can guarantee complete security, and accordingly, the provider assumes no responsibility for any data loss. Further information on how the provider protects personal data can be found in the Privacy Policy.

The provider is liable for damages caused by intentional or grossly negligent conduct. Liability for slight negligence is excluded to the extent permitted by law. In any case, liability for indirect damages, consequential damages, and purely financial losses such as lost profits is excluded. Mandatory statutory liability provisions remain unaffected.

Users agree to fully indemnify and hold harmless the provider from and against any and all liabilities, costs, claims, causes of action, damages, and expenses arising in any way in connection with their breach of any provision of these Terms of Use.

## **5.2 Third-Party Content and Links**

The platform may contain third-party content and links to third-party websites. The provider assumes no responsibility and makes no warranties, guarantees, or representations regarding third-party websites and their content. The provider disclaims all liability in this regard. Should the provider become aware of any legal infringements, the corresponding links or content will be removed as quickly as possible.

# **6 Intellectual Property**

## **6.1 Intellectual Property Rights**

The provider (and any licensors) owns and retains all rights, title, and interest in all information and content (including all text, data, graphics, and logos) on the platform. This also includes the platform's design and structure. Without prior written authorization, information, text, graphics, images, video clips, directories, databases, data, listings, or software originating from the platform may not be modified, copied, transmitted, distributed, displayed, performed, reproduced, published, licensed, derivative works created from, transferred, or otherwise used, in whole or in part, for any purpose, whether commercial or otherwise. All rights are reserved. Systematic retrieval of website content for any purpose without prior written authorization is prohibited.

## 6.2 Rights of Use to User-Owned Content

Users retain ownership of all content they enter into the platform, including text contributions, journal entries, and other personal information (the "User Content"). However, users grant the provider a non-exclusive, worldwide, royalty-free right, limited to the duration of their use of the platform, to process this User Content for the purpose of operating, providing, and improving the platform.

## 6.3 License

Users are granted only a limited, non-exclusive, non-transferable, non-commercial right to use the platform for internal purposes only, subject to the restrictions set out in these Terms of Use and any other applicable restrictions.

## 6.4 Usage Data

"Usage data" is statistical and other information about the configuration and use of the services by users, such as hardware usage, operating systems and environments, cluster setup (e.g., node type and number), cluster status, system performance (e.g., uptime and response times), feature usage, user input, and user behavior. The provider may collect usage data to improve services, for security and platform management, and for research and development purposes. The provider does not share usage data with third parties.

## 7 Data Protection

The protection of user privacy is of paramount importance to Smilu. Accordingly, Smilu collects personal data from users only to the extent necessary to provide its services. Comprehensive information on Smilu's collection and processing of personal data is available in the Privacy Policy.

Users are specifically aware that using the platform may involve the collection of particularly sensitive health data and expressly consent to this.

## 8 Final Provisions

**Contact:** For questions, concerns, or complaints relating to these Terms of Use or the use of the platform, users may contact the provider at any time at [info@saforia.ch](mailto:info@saforia.ch). Communications to users will be sent by email to the email address provided by the user.

**Feedback:** For the purpose of improving its services, the provider reserves the right to request feedback from users via forms, questionnaires, and surveys (the "Feedback"). The provider is entitled to use or not use this Feedback without incurring any financial or other obligation to the users. Users assign all rights (including, but not limited to, intellectual property rights), title, and interest in the Feedback to the provider and acknowledge that they have no claims regarding the Feedback.

**No Assignment:** Users may not assign any of their rights or claims under these Terms of Use without the prior written consent of the provider.

**Severability Clause:** Should any provision of these Terms of Use be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision that most closely reflects the original and hypothetical intent of the provider. The same applies to any gaps in these Terms of Use.

**Applicable Law and Jurisdiction:** These Terms of Use are governed by Swiss law. The ordinary courts at the provider's registered office shall have exclusive jurisdiction over all disputes arising from or in connection with these Terms of Use. For users acting as consumers within the meaning of Art. 32 of the Swiss Code of Civil Procedure (ZPO), the place of jurisdiction at the user's place of residence shall also apply.