

B R A C E Y S

Terms and Conditions for Patients

The agreement between you and Braceys
Issued edition: **Sri Lanka**

VERSION

3.2 — global master

ISSUED

24 August 2026

APPLICATION

Worldwide, as supplemented by Schedule 2

ISSUED FOR

Sri Lanka — Part 1 of Schedule 2

PAIRS WITH

Master Terms and Conditions — Orthodontist

How these Terms are organised. The numbered clauses apply to every patient, wherever they are. Schedule 2 holds the country-specific detail — the governing law, the prices and currency, and your local regulator. This edition issues Part 1, Sri Lanka. Further countries are added as new Parts without changing the clauses.

Please read clause 2 before you use the App. It explains what Braceys is, what it is not, and what to do in an emergency.

Terms and Conditions — Patient

These Master Terms and Conditions ("Terms") govern your use of the Braceys iOS application, its companion widget, and the Braceys website portal (together, the "App" or "Services"), operated by **SimLanka (Private) Limited**, a company incorporated under the laws of Sri Lanka, registered number **PV 10901**, registered office Ranmuthugala Estate, Kadawatha 11850, Sri Lanka ("Braceys", "we", "us"). By creating a patient account you agree to these Terms. If you do not agree, do not use the App.

Application of these Terms

A1. These are master terms. They apply to every patient, in every country in which Braceys is made available, and they are the same for everyone.

A2. **Schedule 2** contains a Part for each country in which Braceys operates. Your country's Part records anything that must differ locally — the governing law and forum, the prices and currency that apply to you, your local data-protection regulator, and any mandatory local rights.

A3. Where your country's Part of Schedule 2 conflicts with the body of these Terms, **the Part prevails**, but only to the extent of the conflict and only for patients in that country.

A4. Where no Part has been issued for your country, the body of these Terms applies in full, together with any mandatory rights you have under your local law, which these Terms do not displace.

A5. Adding a country does not change these Terms. It adds a Part to Schedule 2, and we will tell you if the Part applying to you changes.

A6. The App is available only where we have made it available. Nothing here offers the Services in a country where we do not operate or where doing so would be unlawful.

1. Definitions

"**Patient Account**" means an account created with the patient role. "**Orthodontist**" means a user holding a Verified orthodontist account who is linked to you. "**Verified**" means an orthodontist account whose professional registration Braceys has checked against the applicable professional register in accordance with clause 10. "**Care Link**" means an active connection between your Patient Account and an Orthodontist. "**Link Credentials**" means invite codes, share tokens, and link requests used to establish a Care Link. "**Monitored Use**" means use of the App with an active Care Link, where your Orthodontist sets your Treatment Plan and treatment mode. "**Independent Use**" means use of the App with no Care Link, where you set and manage your own Treatment Plan. Independent Use is available only to patients aged 18 or over. "**Tools**" means the optional features available within your treatment mode (which may include wear tracking, reminders, progress photos, 3D scan, insights, elastics check-in, hygiene diary and triage). "**Content**" means everything you create or upload, including progress photos and their alignment metadata, 3D scan

models, time-lapse video, wear sessions, and messages. "**Treatment Plan**" means the schedule configured in the App, whether by you or by your Orthodontist. "**Live Activity**" means the Lock Screen and Dynamic Island timer display.

2. Nature of the Service — non-medical (read carefully)

2.1 Braceys is a non-medical support, awareness, and documentation tool. It provides reminders, wear-time tracking, progress documentation, messaging, and such other tools as are made available from time to time. Not every tool described in these Terms is available today; clause 3.4 applies.

2.2 **Braceys gives no advice of any kind.** Braceys does not diagnose, does not assess, does not interpret your images or data, and does not make, recommend, influence or validate any treatment decision. It does not practise dentistry or orthodontics. Where you are in Monitored Use, all advice, instruction and clinical judgement — including the Treatment Plan, the treatment mode, and any triage guidance shown to you — originates from your Orthodontist. Braceys reproduces and delivers that content; it does not author, review, verify or endorse it.

2.3 The App is not a substitute for professional dental or orthodontic examination, advice, diagnosis, or treatment, and is not a substitute for attending your in-person appointments. Never disregard or delay professional advice because of anything in the App.

2.4 Wear-time statistics, habit insights, streaks, charts, and the default daily wear goal (22 hours) are general, descriptive information only and are not a prescription or clinical target. Your Orthodontist may set a different goal; theirs prevails. Do not change your treatment behaviour based on App output alone.

2.5 In a dental or medical emergency, or if you experience pain, swelling, bleeding, injury, or a broken appliance, contact your Orthodontist directly or emergency services. Do not use the App to report an emergency.

2.6 **Independent Use — over-18s only.** Independent Use is available only if you are aged 18 or over (see clause 4.4). If you use the App without a linked Orthodontist, no dental professional is reviewing anything you record, upload or enter, and no one is supervising your treatment through the App. Any Treatment Plan you configure is your own and is not a prescription. Braceys does not advise you on whether it is correct, safe or appropriate. Independent Use is a record-keeping and reminder facility only, and is not a substitute for care from a dental professional.

3. Device requirements and feature availability

3.1 The App is an iOS application for iPhone and requires **iOS 26.0** or later. iPad is not a supported device. An Android version is in development; when it is released these Terms apply to it in the same way.

3.2 3D smile scans require an iPhone with a front TrueDepth (Face ID) camera — iPhone X or later. On iPhones without TrueDepth, 3D scanning is unavailable; all other Tools remain available. The App detects your device and indicates whether 3D capture is supported.

3.3 2D progress photos use the standard front camera and work on any supported iPhone.

3.4 We may change device or OS requirements. Features may be added, changed, or withdrawn.

4. Eligibility, minors, and parental or guardian consent

4.1 Braceys is intended to be used alongside care from a dental professional. It may also be used in Independent Use, subject to clause 2.6.

4.2 If you are under 18 (or the age of majority where you live), you may use the App only with the verifiable consent and ongoing supervision of a parent or legal guardian, who accepts these Terms on your behalf and is responsible for your use.

4.3 **Minors in Monitored Use.** Where a minor is invited to the App by an Orthodontist, that Orthodontist is required under the Braceys Terms and Conditions (Orthodontist) to have obtained valid, verifiable parental or guardian consent to the minor's use of the App and to the processing of the minor's personal data, before inviting them. Where a minor holds an account through an active Care Link, Braceys is entitled to rely on the Orthodontist's confirmation that such consent has been obtained, and to proceed on that basis.

4.3A **A minor's account uses the guardian's email address.** Where the Patient is under 18, the email address on the account must be that of the parent or legal guardian, not the minor's. It follows that: the one-time code that verifies the account is sent to the guardian and entered by them, so **the guardian activates the account**; any password reset or account-recovery email goes to the guardian; and the guardian can sign in at any time using that email address and the password. The minor may use the App on their own device, but **the account belongs to the guardian.**

4.3B **When the Patient turns 18.** The Patient may change the account email address to their own under clause 5.1A, which requires a one-time code sent to the new address. Until they do, the account remains the guardian's.

4.4 **A person under 18 cannot use the App without a clinic.** Independent Use is available only to patients aged 18 or over. If you are under 18 you may use the App only in Monitored Use — that is, through a Care Link with an Orthodontist who has obtained your parent's or guardian's consent under clause 4.3. We may ask for evidence of age at any time under clause 4.9.

4.4A **If your Care Link ends while you are under 18.** Because you cannot continue in Independent Use, your account will move to a limited state: **your existing record is preserved and remains available to you and your guardian, but no new photographs, scans or wear data can be added**, and messaging is unavailable, until either a new Care Link is established or you turn 18. Nothing is deleted. We will tell you, and your guardian, when this happens and what your options are. Your Orthodontist may instead choose to sponsor your retention so that the Care Link continues, in which case the App keeps working normally.

4.5 A consenting parent or guardian confirms they hold parental responsibility or lawful guardianship.

4.6 **What a parent or guardian can see, and how.** Where the Patient is under 18, the account belongs to the parent or guardian and is registered to their email address under clause 4.3A. **There is no separate guardian login and no guardian portal** — the guardian simply signs in to the account itself, on any device, using that email address and the password. **Whoever is signed in can see everything in the account:** progress photographs, 3D scans, wear and habit data, the treatment plan, appointments, and messages with the Orthodontist. Nothing in the account is hidden from the account holder.

4.7 **What that means in practice, and how to raise a concern.** Because the account is registered to the guardian's email address and signing in needs only that address and the password, **a guardian can sign in on their own device at any time** and see the whole account — they do not need the minor's phone. The guardian should keep the password to themselves; note that a person who knows the password could change the account email address, since the confirming code would go to the new address. We cannot provide a separate guardian view. The App tells the young person clearly, at the outset and in language they can understand, that the account holder can see what is in it. If the young person or the guardian has a concern about anything in the account, or about a message received, they can raise it with us at teambraceys@outlook.com.

4.8 In Sri Lanka, children's special-category data is processed only with guardian consent and appropriate safeguards. In every market we apply high-privacy settings by default to any account held for or by a person under 18, and we do not track, behaviourally monitor, profile, or serve targeted advertising to children.

4.9 We may at any time require evidence of age, of guardian authority, or of the consent relied upon under clause 4.3, and may suspend an account pending that evidence.

5. Accounts and role

5.1 **How an account is created.** You give us an email address and choose a password. We then send a one-time code to that email address, and you enter it in the App to confirm the address is yours. Your account is not usable until that verification is complete. Verification emails are delivered for us by **Resend**, and the code is valid only for a short period. **There is no third-party or social sign-in** — we do not use Google, Apple or Facebook sign-in. **If the Patient is under 18, the address given must be the parent's or guardian's** — see clause 4.3A.

5.1A **Changing your email address.** If you change the email address on your account, you enter the new address and we send a new one-time code to it. The change does not take effect until you enter that code, so an address you cannot receive email at cannot become your account address.

5.1B **Signing in afterwards.** Once your address is verified, **signing in on any device needs only your email address and your password.** We do not send a code each time you sign in. This means anyone who has both your email address and your password can

sign in to your account from their own device and see everything in it. Keep your password to yourself, and use one you do not use anywhere else.

5.1C You must give an email address you control and can continue to access. If you lose access to it, you may lose the ability to recover your account. Tell us at teambraceys@outlook.com if your email address changes or is compromised.

5.2 You select the patient role at sign-up. You must not create an orthodontist account unless you are a qualified, registered dental professional (see the Orthodontist Terms). Misrepresenting your role is a material breach and may be unlawful.

5.3 You are responsible for your credentials and all activity on your account. Notify us at teambraceys@outlook.com of any unauthorised access.

6. Monitored and Independent use, and the Tools

6.1 You choose at the outset whether to use the App in **Monitored Use** (with a linked Orthodontist) or, **if you are 18 or over**, in **Independent Use** (on your own). You may connect an Orthodontist later, or — if you are 18 or over — end a Care Link and continue in Independent Use. If you are under 18, clauses 4.4 and 4.4A apply instead.

6.2 In Monitored Use your Orthodontist sets your Treatment Plan and treatment mode. Your App mirrors that prescription. The plan is yours to view, not to edit.

6.3 In Independent Use you own and manage your own Treatment Plan, and clauses 2.6 and 4.4 apply.

6.4 The App is a toolbox: within the set of Tools your treatment mode offers, you may switch each Tool on or off individually in settings. You are not required to use any Tool.

6.5 The Treatment Plan is not a Tool and is not switched off — where your Orthodontist manages the plan, its structure remains fixed so your view matches the prescription.

7. Reminders and notifications — important limitations

7.1 Reinsertion reminders and tray-change reminders are scheduled locally on your device. They depend on your device being on, having notifications enabled and permitted, sufficient battery, correct date and time settings, and the App not being deleted or restricted.

7.2 Reminders may be delayed, duplicated, or fail to appear. Do not rely on the App as your only means of remembering to wear or change aligners. We do not warrant delivery of any notification, including message push notifications.

7.3 **Live Activity and Lock Screen display.** If enabled, an "aligners out" timer may appear on your Lock Screen and Dynamic Island and may therefore be visible to anyone who can see your phone, without unlocking it. A companion widget may likewise display your current wear state on your Home Screen. You can disable these in settings or in iOS. Please consider this before enabling them.

8. Progress photos, 3D scans, and time-lapse

8.1 Biometric classification. Braceys classifies your 3D scan models and the facial measurements stored with your progress photos as **biometric data**. They are treated as biometric data in every market in which the App operates, and as special-category or sensitive personal data where that classification applies, irrespective of whether a particular law would require it. They are collected only with your separate, express, written consent, are used only for the purposes in clause 8.3, and are retained and destroyed in accordance with the published schedule in the Privacy Policy.

8.2 Progress photos. Photos are captured with the front camera using on-screen alignment guidance. Alongside each image we store technical alignment metadata — including head pose (roll, yaw, pitch), face-box, inter-ocular distance, alignment score, and pixel dimensions — solely so frames can be stabilised for comparison and time-lapse. This metadata describes facial geometry and is treated as biometric data under clause 8.1.

8.3 3D smile scans. Scans use the TrueDepth camera. Reconstruction happens on your device; raw depth and capture data do not leave your device. Only the finished model files you save (USDZ and GLB) plus capture metadata are uploaded to our backend and, in Monitored Use, made available to your linked Orthodontist. Biometric data is never used for identification, recognition, matching, profiling, advertising or model training, and is never sold, leased, traded or otherwise profited from.

8.4 Time-lapse. A face-stabilised time-lapse may be generated from your progress photos, with frames realigned on the eyes.

8.5 Your Orthodontist cannot obtain your time-lapse unless you release it. Where a Care Link exists, an end-of-treatment time-lapse is generated for you. It is **not** made available to your Orthodontist, and they cannot view, download, export or share it, unless and until you (or your guardian) have given specific, informed, opt-in consent in the App to release it to them. This restriction is enforced by the App and not only by contract.

8.6 Marketing use requires separate consent. Neither Braceys nor your Orthodontist may use your photos, scans, or time-lapse for marketing, promotion, testimonials, social media, or any public purpose unless you (or your guardian) give specific, informed, opt-in consent for that use. Consent to treatment, and consent to use the App, are not consent to marketing.

8.7 You can withdraw that consent. You may withdraw consent given under clause 8.5 or 8.6 at any time in the App. On withdrawal, your Orthodontist's access is revoked and they are required to cease further use and to remove published material as far as they are able. Withdrawal does not undo use already made before withdrawal.

8.8 Saving photos or time-lapse to your device photo library requires your permission and places a copy outside the App, which you then control.

9. Messaging with your Orthodontist

9.1 Where a Care Link exists, the App provides one-to-one realtime text messaging with read receipts and push notifications.

9.2 Messaging is not an emergency service and is not monitored by Braceys. We do not read, review, moderate, triage, or act on message content, and we do not guarantee that any message will be delivered, read, or answered within any time.

9.3 A read receipt indicates only that a message was opened on a device. It is not confirmation that your Orthodontist has reviewed, understood, accepted, or acted on it clinically.

9.4 Your Orthodontist sets their own availability and response practice. Do not use messaging for urgent clinical concerns. See clause 2.5.

9.5 Message content may form part of your clinical record and may be retained by your Orthodontist under their professional record-keeping obligations, which continue independently of your use of the App and of any deletion you request from us.

9.6 You agree to use messaging respectfully and for matters relating to your treatment only. Abusive, harassing, deceptive, or unlawful content is prohibited and may result in suspension.

9.7 **Minors.** Where the Patient is under 18, messaging takes place with an adult professional, and the following apply. Messaging is only ever possible with the single Verified Orthodontist you are linked to — no other user of Braceys can message you. **The parent or guardian who holds the account can see every message**, as set out in clause 4.6, and the young person is told this under clause 4.7. If a young person or their guardian is concerned about any message, they should stop using messaging and contact us immediately at teambraceys@outlook.com; we may suspend the Care Link while we look into it. This does not replace contacting the police or another appropriate authority where that is warranted.

10. Linking to an Orthodontist

10.1 **Every orthodontist is verified.** An orthodontist account cannot invite you, connect to you, set your plan, view your data or message you until Braceys has verified that account's professional registration against the applicable professional register. You will see a "Verified" badge on your clinic.

10.2 **What verification means, and does not mean.** Verification confirms identity and current professional registration at the time it is carried out. It is not an endorsement, a rating of clinical ability or quality of care, a guarantee that registration remains current between checks, or any warranty by Braceys as to your Orthodontist or their treatment. Clause 17.3 applies.

10.3 Care Links are established through invite codes, share tokens, or direct link requests, initiated by either side, and may be accepted, declined, or cancelled. No Orthodontist can see anything about you until you accept the link.

10.4 Treat Link Credentials as confidential. Anyone holding a valid code or token may be able to request a link to your account. Do not post or share them publicly. Tell us immediately at teambraceys@outlook.com if a credential is exposed.

10.5 You should still satisfy yourself that the verified clinic you link with is your actual treating practice before sharing images, scans, or messages.

10.6 A Care Link may be ended by either party. Ending a link stops future sharing; it does not by itself delete data already shared or retained under clause 15, and your Orthodontist retains their own clinical records. If you are under 18 when a Care Link ends, clause 4.4A applies.

11. Treatment plan and appointments

11.1 A Treatment Plan records the title, start date, days per tray, total and current tray, daily wear goal, arch, and schedule flags. Where your Orthodontist manages it, it is flagged as orthodontist-managed and drives your reminders and timeline automatically.

11.2 Plan accuracy is the responsibility of whoever sets it. If your Orthodontist sets it, they are responsible for its clinical correctness. If you enter it yourself, you are responsible for entering it correctly, and errors will produce incorrect reminders and schedules.

11.3 **Where the App provides an appointment feature**, appointments scheduled by your Orthodontist (time, and optionally location and notes) will appear in your App with a reminder. An appointment shown in the App is a convenience record, not a guarantee — always confirm changes directly with your practice. Nothing in this clause is a commitment that the feature exists or will be provided; clause 3.4 applies.

12. Your Content — ownership and licence

12.1 You retain ownership of your Content.

12.2 You grant Braceys a limited, worldwide, royalty-free licence to host, store, process, transmit, and display your Content solely to operate and provide the Services — including storing it, making it available to your linked Orthodontist, generating stabilised time-lapse, and delivering notifications — and as described in the Privacy Policy. We do not sell your Content, and we do not use it to train models or for advertising.

12.3 This licence ends when you delete the Content or your account, subject to clause 15 and to your Orthodontist's independent record-keeping.

12.4 You warrant that your Content shows only you (the patient) or persons whose consent you have obtained, and that you have the right to upload it.

12.5 **Who is responsible for your data.** Braceys acts as a **processor** of your treatment record in both modes of use.

- (a) **In Monitored Use**, your Orthodontist or their Practice is the controller — the data fiduciary — of your data processed for your clinical care. Braceys processes it on their documented instructions.
- (b) **In Independent Use** there is no Practice. You determine what goes into your record, you enter and manage your own treatment plan, and you decide what is captured, kept and deleted. **You are the controller of that record and Braceys acts as your processor**, processing it on your instructions and for no purpose of our own.

12.6 In both modes, Braceys is an **independent controller** for a narrow and separate set of purposes: creating and authenticating your account, keeping the App secure, preventing abuse, maintaining service integrity, billing, and complying with law. We are responsible for that processing ourselves, and it is described in the Privacy Policy.

12.7 If you move between Monitored and Independent Use, the allocation in clause 12.5 changes from that point forward. It does not change retrospectively, and your Orthodontist keeps their own clinical records of the period during which they treated you.

13. Acceptable use

You must not: (a) use the App unlawfully or on behalf of anyone other than yourself or the child you supervise; (b) misrepresent your identity or account role; (c) upload content you have no right to upload, or images of others without consent; (d) attempt to link to, access, or contact users with whom you have no genuine care relationship; (e) reverse engineer, decompile, tamper with, or interfere with the App, its backend, or its access controls, except to the extent this restriction is prohibited by law; (f) probe, scan, or attempt to bypass authentication or row-level access controls; (g) use the Services to provide clinical services unless authorised under the Orthodontist Terms.

14. Intellectual property

The App, website portal, widget, software, designs, and trademarks are owned by Braceys or its licensors. We grant you a limited, personal, non-exclusive, non-transferable, revocable licence to use the App for your own treatment support. No other rights are granted.

15. Termination, deletion, and what survives

15.1 You may stop using the App and request deletion of your account and Content at any time in the App, or by writing to teambraceys@outlook.com.

15.2 We may suspend or terminate access for material breach, suspected fraud or misrepresentation of role, risk to another user, or where required by law.

15.3 Deletion from Braceys does not delete your clinical record. Your Orthodontist holds their own records and retains them under their professional and legal obligations. Copies saved to your device photo library remain yours. Backups are purged on a rolling 7-day cycle.

16. Third-party services

The Services rely on Supabase (authentication, database, file storage, realtime messaging), Amazon Web Services, Google (push delivery on Android and hosted libraries), Cloudflare, Resend (delivery of account emails, including your verification code), and the Apple Push Notification service. Distribution is via the Apple App Store. Your use is also subject to those parties' terms, and to your mobile data plan.

17. Disclaimers

17.1 To the maximum extent permitted by law, the Services are provided "as is" and "as available" without warranties of any kind, including fitness for a particular purpose, accuracy, or non-infringement.

17.2 We do not warrant uninterrupted or error-free operation, delivery of notifications or messages, accuracy of wear tracking or scan reconstruction, or that any output is clinically accurate or fit for any clinical purpose.

17.3 **We give no warranty about any Orthodontist or their care.** Verification under clause 10 confirms registration and identity at a point in time. It is not an endorsement of, or a warranty as to, the competence, judgement, availability, conduct or treatment of any Orthodontist or Practice, and Braceys is not responsible for any of them.

17.4 Nothing here affects mandatory consumer rights that cannot lawfully be excluded (see clause 20).

18. Limitation of liability

18.1 To the maximum extent permitted by law, Braceys is not liable for: any clinical outcome, decision, advice, act, or omission of any Orthodontist; any failed, delayed, or unread message or notification; any consequence of relying on App output instead of professional advice; any consequence of Independent Use under clause 2.6; or any indirect, incidental, special, consequential, or punitive loss.

18.2 **Cap on liability.** Subject to clause 18.3, the total aggregate liability of Braceys to you arising out of or in connection with these Terms and your use of the Services — whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, and however many claims are made — is limited to **LKR 5,000 (five thousand Sri Lankan Rupees)**. This is a single aggregate cap on all claims and is not a per-claim, per-event or annual limit. It applies whether or not the patient is a minor, and whether the claim is brought by the patient, by a parent or legal guardian, or by any person claiming through them. The same cap applies under the Braceys Terms and Conditions (Orthodontist).

18.3 **What the cap does not cover.** Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, and any other liability that applicable law does not permit to be limited. Where applicable law does not permit the cap in clause 18.2 to apply to you, that clause applies to the maximum extent that law permits, and the remainder of these Terms is unaffected.

19. Indemnity

To the extent permitted by law and to the extent not prohibited for consumers, you will indemnify Braceys against claims arising from your breach of these Terms, your misrepresentation of role or identity, or Content you had no right to upload.

20. Governing law, disputes, and consumer carve-outs

20.1 These Terms are governed by the laws of the Democratic Socialist Republic of **Sri Lanka**, and the courts of **Colombo, Sri Lanka** have jurisdiction, subject to 20.2.

20.2 If you are a consumer, nothing in this clause deprives you of the mandatory consumer-protection rights of your country or state of residence, and you may be entitled to bring proceedings locally.

21. Fees, charges, and who pays

21.1 **You are not charged while your clinic is paying for you.** Where you are in Monitored Use, your clinic pays Braceys a subscription that covers your use of the App. **You pay Braceys nothing.** Your clinic may recover what it pays us through the price it charges you for your treatment; that is a matter between you and your clinic, and Braceys is not party to it.

21.2 **The only two situations in which you pay Braceys directly.** They are:

- (a) you use the App in **Independent Use**, with no linked clinic — which requires you to be 18 or over; or
- (b) your active treatment has ended and **your clinic is not sponsoring your retention.**

In either case the price for your country is in Schedule 2, and the App will show you the price and ask you to confirm before you are ever charged.

21.3 **Charges may apply after your active treatment ends.** This is the part patients most often do not expect, so please read it. While you are in treatment with a paying clinic you pay nothing. When you finish and move into retention, your clinic may choose to sponsor you — in which case you still pay nothing — or it may not, in which case continuing to use the App is a **paid subscription** at the price in Schedule 2. Your clinic should tell you which applies when your treatment finishes.

21.4 **What happens if you do not subscribe.** If you choose not to take a paid retainer plan, we will not delete your history, but we will keep a reduced version of it — your baseline 3D scan and a set of key photo sets, with the intermediate photographs removed. We call this your Smile Record. It is free and we keep it for you. If you subscribe later, your full history is restored. **We will tell you clearly, before any photographs are removed, what will be kept and what will not, and give you the opportunity to export everything first.**

21.5 **Currency and payment costs.** Where you subscribe through the Apple App Store, Apple bills you and Apple's payment, subscription, renewal and refund terms apply in addition to these Terms. In some countries the App Store bills in a currency other than your own, and **your bank or card issuer may add currency-conversion charges, and local taxes or duties may apply.** Those charges are not Braceys' and we do not receive them. Where this affects your country it is noted in Schedule 2.

21.6 Renewal and cancellation. Subscriptions renew automatically unless cancelled. You may cancel at any time in the App or in your App Store account settings, and cancellation takes effect at the end of the period you have paid for. We will give you at least 30 days' notice before any price increase, and you may cancel rather than accept it.

21.7 Price changes and new charges. We may change our prices or introduce charges for features that are free today. If we do, we will give you at least 30 days' notice, the change will not apply to a period you or your clinic have already paid for, and no new charge will apply to you unless you accept it.

21.8 Prices are as published for your country in Schedule 2 and in the App, and include or exclude tax as stated there.

22. Changes and contact

22.1 We may update these Terms and will give reasonable notice of material changes; where law requires, we will seek fresh consent.

22.2 Contact: SimLanka (Private) Limited, Ranmuthugala Estate, Kadawatha 11850, Sri Lanka, teambraceys@outlook.com, +94 114 348 939.

Annex A — Apple-required EULA terms

These terms apply to use of the App on Apple devices and, with these Terms, form the EULA. Where they conflict in respect of the Apple platform, this Annex controls.

1. **Acknowledgement.** This EULA is between you and Braceys only, not Apple. Braceys, not Apple, is solely responsible for the App and its content. This EULA does not provide usage rules that conflict with the Apple Media Services Terms and Conditions.

2. **Scope of licence.** A non-transferable licence to use the App on Apple-branded products you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, except that it may be accessed by other accounts associated with you via Family Sharing or volume purchasing.

3. **Maintenance and support.** Braceys is solely responsible. Apple has no obligation to furnish maintenance or support.

4. **Warranty.** Braceys is solely responsible for any warranties not effectively disclaimed. On failure to conform, you may notify Apple, and Apple will refund the purchase price (if any); to the maximum extent permitted by law Apple has no other warranty obligation, and other claims, losses, liabilities, damages, costs, or expenses attributable to a warranty failure are Braceys' responsibility.

5. **Product claims.** Braceys, not Apple, addresses claims relating to the App, including product liability, failure to conform to legal or regulatory requirements, and claims under consumer protection, privacy, or similar legislation.

6. **Intellectual property rights.** On a third-party IP infringement claim, Braceys, not Apple, is solely responsible for investigation, defence, settlement, and discharge.

7. **Legal compliance.** You represent that you are not located in a U.S.-embargoed or "terrorist-supporting" country and are not on any U.S. prohibited or restricted party list.

8. **Developer name and address.** SimLanka (Private) Limited, Ranmuthugala Estate, Kadawatha 11850, Sri Lanka, teambraceys@outlook.com, +94 114 348 939.

9. **Third-party terms.** You must comply with applicable third-party terms (for example your wireless data-service agreement).

10. **Third-party beneficiary.** Apple and its subsidiaries are third-party beneficiaries of this EULA and may enforce it against you.

Schedule 2 — Country Parts

A Part is issued for each country in which Braceys operates, and applies to patients in that country under clause A2. Where a Part conflicts with the body of these Terms, the Part prevails for those patients. Prices shown are current as at the date of this document and may change under clause 21.7.

Part 1 — Sri Lanka

Item	Position for patients in Sri Lanka
Governing law and forum	The laws of Sri Lanka; the courts of Colombo, subject to clause 20.2
Currency	Sri Lankan Rupees (LKR)
Liability cap (clause 18.2)	LKR 5,000
While your clinic is paying for you	Nothing to pay
Direct subscription (clause 21.2)	LKR 950 per month — where you have no linked clinic, or your treatment has ended without clinic sponsorship
Retainer plan (clause 21.3)	LKR 3,900 per year. Nothing to pay where your clinic sponsors your retention.
Smile Record (clause 21.4)	Free
Currency-conversion note (clause 21.5)	Applies. The Apple App Store does not bill in Sri Lankan Rupees. If you subscribe through the App Store you will be billed in another currency, and your bank may add a conversion charge and applicable duty.
Data protection regulator	Data Protection Authority of Sri Lanka

Parts 2 onwards — further markets

A Part will be issued before Braceys is made available in any further country. Each requires its own Part, settled by local counsel before launch there, recording local pricing, governing law, mandatory consumer rights and any additional disclosure.

Braceys — Terms and Conditions for Patients. Version 3.2, issued 24 August 2026 for Sri Lanka. SimLanka (Private) Limited, registered number PV 10901, Ranmuthugala Estate, Kadawatha 11850, Sri Lanka. These Terms should be read together with the Braceys Privacy Policy.