

Terms of Service

Legal & compliance · draft for counsel review

****Draft for counsel review — not legal advice.**** These terms govern access to and use of ATLAS OS (Smart Buildings Inc.) and must be reviewed and finalized by qualified counsel before reliance.

Last updated: draft. Governing law: Ontario, Canada.

Acceptance

By accessing or using the ATLAS OS platform (“Service”), you agree to these Terms. If you use the Service on behalf of an organization, you represent that you are authorized to bind that organization.

The Service

ATLAS OS provides a building-operations platform: a 3D digital twin, per-floor telemetry, incident triage, resident broadcast, sensor ingestion, and fleet and portfolio views. Features may evolve over time.

Accounts & access

Operators are responsible for safeguarding their credentials and for activity under their accounts. You must promptly notify us of any unauthorized use.

Acceptable use

You agree not to: (a) misuse or interfere with the Service; (b) attempt to gain unauthorized access; (c) use the Service to violate applicable law or the privacy rights of residents; or (d) reverse engineer except as permitted by law.

Building data & roles

For building telemetry and presence signals, the building operator is the controller and Smart Buildings Inc. acts as a service provider/processor under the **Data Processing Addendum**. Operators are responsible for obtaining any resident notices and consents required for sensing.

Availability

The Service is provided on a commercially reasonable best-efforts basis. The platform is **local-first by design**: core views render on the operator’s own data, so loss of cloud connectivity degrades gracefully rather than failing.

Intellectual property

Smart Buildings Inc. retains all rights in the platform and its software. Operator and building data remain the property of the operator.

Disclaimers

The Service, and any modelling, financial, carbon, or compliance figures shown within it, are provided **for information only** and are not engineering, financial, or legal advice. Right-sizing, permitting, and code-compliance

decisions must be confirmed with qualified professionals.

Limitation of liability

To the maximum extent permitted by law, Smart Buildings Inc. is not liable for indirect, incidental, or consequential damages arising from use of the Service.

Governing law

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Contact

Questions about these Terms: **legal@smartbuildings.example** (placeholder — replace with the official contact before publication).

