

and that we are not responsible for any physical harm, damage to your property (including your computer system or mobile device used in connection with the service) or any loss of data, including any derived content. However, CarePredict does not disclaim any warranty or other right that CarePredict is prohibited from disclaiming under applicable law. 15. Limitation of Liability To the fullest extent permitted by law, in no event will the Carepredict entities be liable to you for any indirect, incidental, special, consequential or punitive damages, including damages for loss of profits, goodwill or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the service or any materials or content on the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not any Carepredict entity has been informed of the possibility of damage. Except as provided in section 16.4(ii) and to the fullest extent permitted by law, the aggregate liability of the Carepredict entities to you for all claims arising out of or relating to the use of or any inability to use any portion of the service or otherwise under these terms, whether based on contract or otherwise, shall be limited to the greater of: (a) the amount you have paid to Carepredict for access to and use of the service in the 2 months prior to the event or circumstance giving rise to claim; or (b) \$100. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties to this agreement. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms. The limitations in this section 15 will apply even if any limited remedy fails of its essential purpose. 16. Dispute Resolution and Arbitration 1. Generality. In the interest of resolving disputes between you and CarePredict in a prompt, efficient and cost-effective manner, and except as described in Section 16.2, you and CarePredict agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CAREPREDICT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. 2. Exceptions. Despite the provisions of Section 16.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an individual action to enforce the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim. 3. Arbitrator. Any arbitration between you and CarePredict will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. 4. Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (expressed registered mail), or if that other party has not provided a current physical address, then by electronic mail ("Notice of Arbitration"). CarePredict's address for Notice is: CarePredict, Inc., 324 S University Drive, Plantation, Florida USA 33324. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or CarePredict may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or CarePredict will not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, CarePredict will pay the higher of the following: (i) the amount awarded by the arbitrator; or if any, (ii) the last written settlement amount offered by CarePredict in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000. 5. Fees. If you commence arbitration in accordance with these Terms, CarePredict will reimburse you for your payment of the filing fee, unless your claim is for more than \$1,000, in which case the payment of any filing fee will be made by the arbitrator. Any arbitration hearing will take place at the location to be agreed upon in Broward County, Florida but if the claim is for \$1,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of	documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county of your mailing address. If the arbitrator determines that you have established your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 1(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse CarePredict for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the outcome of the arbitration, the arbitrator may take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute CarePredict confidential information to any parties other than the Government Agencies. 6. No Class Actions. YOU AND CAREPREDICT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and CarePredict agree otherwise, the arbitrator may not consolidate more than one claim for arbitration, and may not otherwise preside over any form of a representative or class proceeding. 7. Modifications to this Arbitration Provision. If CarePredict makes any future change to this arbitration provision, other than a change to CarePredict's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to CarePredict's address for Notice of Arbitration in which case your dispute with the arbitrator will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive. 8. Enforceability. If Section 16.6 is found to be unenforceable or if the entirety of this Section 16 is found to be unenforceable, then the entirety of this Section 16 will be null and void, and in that case, the parties agree that the exclusive jurisdiction and venue described in Section 18 will govern any action arising out of or related to these Terms. 9. Opt Out. Arbitration is not a mandatory condition of these Terms. If you do not want to be subject to this Dispute Resolution provision, you may opt out of this Dispute Resolution provision by notifying CarePredict, in writing of your decision by sending within 30 days of the date you receive these Terms, an electronic message to support@carepredict.com stating clearly your full name and intent to opt out of the Dispute Resolution provision.	Should you choose not to opt out of this Dispute Resolution provision within the 30-day period, you and CarePredict will be bound by the terms of this Dispute Resolution provision. You have the right to consult with counsel of your choice concerning this Dispute Resolution provision. You understand that you will not be subject to retaliation if you exercise your right to opt out of coverage under this Dispute Resolution provision. 17. General Terms. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and CarePredict regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, the remainder of the Terms shall remain in full force and effect, and the remaining parts will remain in full force and effect. 18. Governing Law. These Terms are governed by the laws of the State of Florida, USA without regard to conflict of law principles. You and CarePredict submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Broward County, Florida for resolution of any lawsuit or court proceeding permitted by these Terms. We operate the Service from our offices in Florida, and we make no representation that Materials included in the Service are appropriate or available for use in other locations. 19. Privacy Policy. Please read the CarePredict Privacy Policy carefully for information regarding our collection, use, storage and disclosure of your personal information. The CarePredict Privacy Policy is incorporated by this reference info, and made a part of these Terms. 20. Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service. The "Additional Terms" and Additional Terms are incorporated by this reference into and made a part of these Terms.	21. Protected Activity Not Prohibited. You should understand that, insofar as permitted by applicable law, nothing in these Terms will in any way limit or prohibit you from filing a charge or complaint with, or otherwise communicating or cooperating with, any government agency in an investigation or proceeding ("Protected Activity") that may be conducted by any federal, state or local government agency or commission ("Government Agencies"). You understand that in connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, CarePredict. Notwithstanding, in making any disclosure or communication, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute CarePredict confidential information to any parties other than the Government Agencies. 22. Contact Information. The Service is offered by CarePredict, Inc. located at 324 S University Drive, Plantation, Florida USA 33324. You may contact us by sending correspondence to that address or by emailing us at support@carepredict.com. You can access a copy of these Terms by clicking here: https://www.carepredict.com/Terms-of-Service. 23. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services, the California Department of Consumer Affairs, in writing at 1625 N. Market Blvd., Suite 5-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service. 24. No Support. We are under no obligation to provide support for the Service in instances where we may offer support, the support will be subject to published policies. 25. International Use. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited. 26. Notice Regarding Apple. This Section 26 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and CarePredict only and not Apple Inc. ("Apple") and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you, if any, and to the maximum extent permitted by applicable law. Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including (a) product liability	claims, (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is designated by the United States as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. 27. CarePredict Privacy Policy We are CarePredict, Inc. ("CarePredict," "we," or "us"). Our Service includes our website (www.carepredict.com) and our related websites, mobile applications, and other services provided by us (collectively, the "Service"). We provide the Service to our Users and their Care Circle (as defined in the Terms of Service). By accessing and using the Service, you acknowledge that you have read, understood, and agree to the terms of the Service, which are made available to you, you are accepting the practices described in this Privacy Policy and are also agreeing to comply with our Terms of Service. "Capitalized terms used in this Privacy Policy but not defined here have the meanings ascribed to them in the Terms of Service. Before submitting any information which may identify you ("personally identifiable information") to our Services, please read this Privacy Policy carefully. This Privacy Policy is designed to assist you in understanding how we collect, use, and disclose both personally identifiable information and non-personal information, Well-Being Information (as defined in the Terms of Service) and "Materials" (collectively "Information") that we obtain through your use of our Service. Our Service provides information to you about our products and services. When you use our Service, Information will be automatically collected using cookies and similar technologies. We may ask your consent when required. What You Should Know Before Using the CarePredict Service Before using the Service, you should understand the following: • You should read and agree with our Terms of Service. • If you are in the European Economic Area, UK, or Switzerland, you should read and agree with our Terms of Service in those areas. Any of your information that we collect will be transferred to CarePredict in the United States. • If you have questions you can always contact us at privacy@carepredict.com.	depending on your mobile carrier's service, and/or availability of local wireless networks. ("Messages") with each other. Harmful, obscene, abusive, or offensive communications are not welcome in any Messages. If a user sends you an objectionable Message, please notify us by sending an e-mail to support@carepredict.com. We reserve the right, at our discretion, good sense and sound judgment when sending a Message. You are solely responsible for the content of any Message you send. You agree that CarePredict may monitor Messages and use them for the purposes of improving the Service, or for other legal purposes such as court orders, or other legal process, to establish or exercise our legal rights, to defend against legal claims, or as otherwise required by law. 9. User Derived Content 1. User Derived Content Certain features of the Service permit CarePredict users to upload or publish content to the Service, including, but not limited to, photos, videos, audio, text, and other materials. ("User Derived Content"). When you upload or publish content to the Service, you grant CarePredict an unrestricted, perpetual, irrevocable license to: (a) install and use one object code copy of any mobile application, associated software, and/or other components ("Third Party Components"). Although the Service is provided to you subject to these terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses. 2. Limited License Grant to CarePredict. By uploading User Derived Content, you grant CarePredict a worldwide, perpetual, non-exclusive, transferable, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, create derivative works of, modify for the purpose of formatting, and utilize or your User Derived Content in an anonymized form, in whole or in part, in any and all uses, now and in the future, developed in accordance with all applicable laws and regulations, and in accordance with the settings on your account and the features of the Service you elect to utilize. 3. Limited License Grant to Other Users. By uploading User Derived Content that is shared with other users of the Service, as a function of the Service, you grant those users a non-exclusive license to access and use that User Derived Content as permitted by these Terms and the functionality of the Service. You further acknowledge and agree that CarePredict will not generally perform any editorial functions with respect to User Derived Content, and you will be responsible for the actions of other users or third parties that upload User Derived Content or make use of the User Derived Content you upload to the Service. 4. Usage Data. You agree that CarePredict may collect and use technical data and related information, including, but not limited to, UDID, and other technical information about your device, system location, IP address, and other data, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Service, and to track CarePredict's performance. For such data collection, CarePredict does not permit analytics purposes. Please see the Privacy Policy for more details regarding the information CarePredict collects, and how it uses and discloses that information. 5. Restrictions; Data Retention. You agree that CarePredict will have no responsibility or liability with respect to any User Derived Content that is processed, transmitted, disclosed, or stored in connection with the Service. CarePredict is not responsible for performing, and is not liable for any failure to perform, any back-up of any User Derived Content provided, processed, or stored in or through the Service. 6. User Derived Content Representations and Warranties. You are solely responsible for your User Derived Content and the consequences of uploading User Derived Content. By uploading User Derived Content, you affirm, represent, and warrant that: (A) you are the creator and owner of the User Derived Content, or have the necessary licenses, rights, consents, and permissions to authorize CarePredict and other CarePredict users of the Service to use and distribute your User Derived Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by CarePredict in these Terms; and (B) Your User Derived Content, and the use of your User Derived Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the privacy, publicity, or other property rights of any person or organization; or (iii) cause CarePredict to violate any law or regulation. 7. User Derived Content Disclaimer. We are under no obligation to edit or control User Derived Content that you or other CarePredict users upload and will not be in any way responsible or liable for User Derived Content. CarePredict will not be responsible for any use of User Derived Content as contemplated by these Terms, and you will be responsible for the actions of other users or third parties that upload User Derived Content or make use of the User Derived Content you upload to the Service. 8. Sending Messages. The Service may allow CarePredict users to exchange messages ("Messages") with each other. Harmful, obscene, abusive, or offensive communications are not welcome in any Messages. If a user sends you an objectionable Message, please notify us by sending an e-mail to support@carepredict.com. We reserve the right, at our discretion, good sense and sound judgment when sending a Message. You are solely responsible for the content of any Message you send. You agree that CarePredict may monitor Messages and use them for the purposes of improving the Service, or for other legal purposes such as court orders, or other legal process, to establish or exercise our legal rights, to defend against legal claims, or as otherwise required by law. 10. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO: 1. use the Service for any illegal purpose or in violation of any local, state, national, or international law; 2. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right; 3. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; 4. interfere with the operation of the Service or any user's enjoyment of the Service by: (i) uploading or distributing, or otherwise disseminating any virus, malware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network equipment, or server connected to or used to provide the Service; 5. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth; 6. attempt to do any of the acts described in this Section or otherwise attempt to interfere with the operation of the Service, or attempt to engage in any of the acts described in this Section.	• to respond as required for a corporate transaction, such as a divestiture, investment, merger, consolidation, or asset sale, or other significant matter. How We Share Your Information Your information is only shared with a Care Circle member(s) and to the extent that you configured our Service to share. That person can only use the information in connection with the Service. We will use the Care Circle member assist you and your condition or problem. We may share aggregated data and high-level information in a way that does not identify individuals. You also have the right to withdraw your consent to the use of your information for processing and storage with third parties that have agreements in place with us to protect the confidentiality and security of information that we transfer to them. Your European Privacy Rights While we do not provide services to or market the Service to those who reside in the Europe Economic Area (the "European Union" or "EU"), we will provide accommodations for the exercise of your rights provided under data protection laws of the EU, including the General Data Protection Regulation (the "GDPR"). If you are entitled to privacy rights under the GDPR, you are entitled to: • Transparency and the right to information. Through this policy we explain how we use and share your information. However, if you have questions or concerns you can contact us any time. • Right of access, objection, restriction of processing, erasure, and portability. You have the right to withdraw your consent at any time when we process your personal data based on your consent. To exercise these rights, please email privacy@carepredict.com. • Right to opt-out to direct marketing. While we currently do not do such marketing, you have the right to opt-out at any time from gaining access to our commercial materials from us by following the opt-out instructions in our commercial emails, by contacting us, or by adjusting your preferences on the Service. Please note that we reserve the right to use your information for processing and storage with third parties and administrative messages relating to your CarePredict account, without offering you the opportunity to opt out of receiving them. • Right not to be subject to an automated decision, including profiling. These purposes are not for general audience service and does not offer services directed to individuals under 18 years of age. No one under the age of 18 may provide any information to our Service. We do not knowingly collect personally identifiable information from individuals under 18. If you are under 18, do not use or provide any information on our Service or on or through any of its features, do not register on our Service, use any of the features of the Service, or provide any information about yourself to us, including your name, address, telephone number, email address, or any other name or user name, you may use. Should an individual whom we know to be under the age of 18 sends personally identifiable information to us, we will delete or destroy it as soon as reasonably possible. If you believe we might have personally identifiable information, contact us. Your California Privacy Rights California Civil Code Section 1798.83 permits California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please email privacy@carepredict.com. Do Not Track Technologies Some browsers may have settings to request that websites "Do Not Track" your activity or usage. At this time, we do not use services that will accommodate the technologies and your requests may not be able to be honored on our Service. We do use cookies and other technologies to track your usage and other information about your visit to our Service. Retention Policies and Deletion CarePredict retains your information to the extent necessary to reasonably provide the services and the Service requirements, to comply with applicable laws, to ensure the integrity and security of our data, for fraud prevention, and for audit purposes. We will keep your information until you no longer participate as a user of the Service and in accordance with our Terms of Service. How We Protect Your Personal and Health Information We want you to feel confident about using our Service, and we are committed to protecting the personally identifiable information we collect. While no website can guarantee security, we have implemented appropriate administrative, technical, and physical security procedures to help protect the personally identifiable information you provide to us. For example, only authorized employees are permitted to access personally identifiable information. Children's Privacy The Service is not for a general audience service and does not offer services directed to individuals under 18 years of age. No one under the age of 18 may provide any information to our Service. We do not knowingly collect personally identifiable information from individuals under 18. If you are under 18, do not use or provide any information on our Service or on or through any of its features, do not register on our Service, use any of the features of the Service, or provide any information about yourself to us, including your name, address, telephone number, email address, or any other name or user name, you may use. Should an individual whom we know to be under the age of 18 sends personally identifiable information to us, we will delete or destroy it as soon as reasonably possible. If you believe we might have personally identifiable information, contact us. Information about International Transfers	If you are using our Service from outside the United States, please be aware that your information will be transferred to, stored, and processed in the United States where our servers are located and our central database is operated. You may also be re-directed to a Service that we maintain in a different country. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, but please be assured that CarePredict does take steps to ensure that we are in compliance with the laws of the United States to ensure that your privacy is protected. By using our Service or using our services, you understand that your information will be transferred to our facilities and those third parties with whom we share it as described in this Privacy Policy. Changes to this Privacy Policy CarePredict may update this Privacy Policy in the future. We will notify you about material changes to this Privacy Policy by either sending a notice to the email address you provided to us and/or by placing a prominent notice on the Service. How You Can Contact Us If you have questions about this Privacy Policy, please contact us at privacy@carepredict.com, via mail at CarePredict, Inc., 324 S University Dr, Plantation, Florida USA 33324. If you want to communicate with us about this policy, please email privacy@carepredict.com. Please provide your identification and contact details, including your email address used to register with our Service, and a complete explanation of your concern. Last Updated on August 7th, 2022.	change these Terms on a going-forward basis at any time. Carepredict discloses all warranties of any kind, whether periodically for changes. If a change to these Terms materially modifies your rights or obligations, you will be required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon publication. As with all modifications, Carepredict's modifications are effective upon publication. Except as expressly permitted in this Section, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. 12. Term, Termination and Modification of the Service 1. Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in this Section. 2. Termination. If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, CarePredict may, at its sole discretion, terminate these Terms if you: (i) violate the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice; (ii) renege your account and these Terms at any time by clicking the Delete Account button in your account or contacting customer service at support@carepredict.com; 3. Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be able to access the Service; (c) you will not be responsible to termination; and (d) Sections 1, 2, 4, 5.3, 6, 9, 12.3, 13 – 26. 4. Modification of the Service. CarePredict reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), without notice or without notice. For such data collection, CarePredict will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. 13. Indemnity. You are responsible for your use of the Service, and you will defend and indemnify CarePredict and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "CarePredict
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CarePredict Terms of Service We are CarePredict, Inc. ("CarePredict," "we," or "us"). Our Service includes our website (www.carepredict.com) and our related websites, mobile applications, and other services provided by us (collectively, the "Service"). These Terms of Service are a legally binding contract between you and CarePredict regarding your use of the Service. OUR SERVICE IS NOT INTENDED FOR EMERGENCY SITUATIONS. IF YOU HAVE A SERIOUS HEALTH CONDITION OR DIAGNOSIS, OR IF YOU FEEL YOU ARE IN ANY DANGER, PLEASE CALL 911 OR THE APPROPRIATE EMERGENCY RESPONDERS. BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING CAREPREDICT'S PRIVACY POLICY (TOGETHER, THESE "TERMS"). IF YOU ARE NOT A USER OF THE SERVICE, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND CAREPREDICT PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY YOU, CONSTITUTES AN AGREEMENT BY THESE TERMS. AS DESCRIBED BELOW, THESE TERMS PROVIDE FOR THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. 1. Overview. The Service is a device and associated software platform that helps families and their families identify activity and behavior patterns that possibly may predict health challenges, including by: (i) providing users access to information relating to their or their family members activity and behavior patterns and possible health challenges, suggest changes in activity levels, provide links to wellness information, reminders, assessments, surveys and related information (collectively, "Well-being Information"); and (ii) enabling users to communicate with third parties, family members, friends,	neighbors, health care providers, emergency response systems, first responders, home care agencies, home health care agencies, care managers, care matching agencies, care registries, geriatric counselors, wellness advisors, health coaches, Independent Living Communities, Assisted Living Communities, Alzheimer Dementia Care Communities, PACE centers, and related professionals (collectively, "Third Parties"). The Service is intended to help the Well-being Information and the Service itself is not medical or other professional health care advice. If you use the Service to obtain health care advice, your informed consent will be required. 2. Eligibility. You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Services on behalf of an individual, company, entity, or organization (each, an "Organization"), you represent and warrant that: (i) you are an authorized representative of such Organization with the authority to bind such Organization to these Terms; (ii) you agree to be bound by these Terms on behalf of such Organization, and (iii) your Organization meets the eligibility requirements for the Services, as set forth in these Terms. Further, you will be solely responsible for ensuring your Organization complies with these Terms. 3. Accounts and Registration. If you are signing up for the Service with CarePredict directly, you must register for an account (or, please, CarePredict will register an account on your behalf). As part of the registration process, you will be asked to select a username and password (your "Credentials"). You are entirely responsible for maintaining the security and confidentiality of your account and password. You agree to notify CarePredict immediately of any unauthorized use of your account or any other breach of security. To notify us, contact us at support@carepredict.com. You are responsible for all use of the Services occurring under your user name and all content posted in your profile or with your account elsewhere on the Services. You are responsible for keeping your password confidential and for notifying us if your password has been hacked or stolen. CarePredict will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. For such data collection, CarePredict will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. 4. No Medical Advice. 1. THE SERVICE DOES NOT PROVIDE ANY MEDICAL OR OTHER PROFESSIONAL HEALTH CARE ADVICE. NOR IS IT INTENDED TO BE USED TO ASSESS HEALTH CONDITIONS OR SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, OR RELIED UPON FOR DIAGNOSIS OR TREATMENT. Any Well-being Information you receive via the Service is not medical advice, and is not reviewed or authorized by a physician or healthcare provider. Use of the Service does not and is not intended to, create or constitute, a physician-patient relationship with CarePredict, its officers, directors, employees, independent contractors, agents, anyone acting on behalf of CarePredict. Use of the Service may offer certain potential benefits (e.g., automated reminders to engage in certain activities), but also presents certain potential risks (e.g. the Well-being Information does not take into account all the specifics of each user's medical history, the Service is not able to exercise medical judgment, security protocols could fail causing a breach of privacy of personal information, or the Well-being Information could be caused by malfunctioning of equipment or connections). 2. BY AGREEING TO THESE TERMS, YOU REPRESENT AND WARRANT THAT YOU HAVE HAD THE OPPORTUNITY TO CONSIDER THE RISKS AND BENEFITS OF THE USE OF THE SERVICE, INCLUDING THE WELL-BEING INFORMATION, AND THAT YOU HAVE PROVIDED YOUR INFORMED CONSENT TO THE SERVICE AND PROVISION OF THE SERVICE TO YOU. 3. Your information will be used in accordance with the provisions of these Terms, the Privacy Policy, and applicable law. If a third party enrolled you in the Service, the purpose of their enrollment is to provide the services. You are consenting to and authorizing the use and disclosure of your information, including the use and/or disclosure of this information will be in effect until you withdraw your permission. You may withdraw your permission at any time by contacting support@carepredict.com. You warrant your permission to use the Service and disclose the information you can no longer use the Service and the collection, use, and disclosure of new information will stop.	to indemnify, defend, and hold harmless CarePredict and its customers, vendors, affiliates, employees, directors, and agents from and against all claims, damages, losses, and other harm arising in connection with the unauthorized use (including without limitation any use by a person or entity other than you, and any use not expressly permitted by these Terms) of your Credentials. 4. No Medical Advice. 1. THE SERVICE DOES NOT PROVIDE ANY MEDICAL OR OTHER PROFESSIONAL HEALTH CARE ADVICE. NOR IS IT INTENDED TO BE USED TO ASSESS HEALTH CONDITIONS OR SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, OR RELIED UPON FOR DIAGNOSIS OR TREATMENT. Any Well-being Information you receive via the Service is not medical advice, and is not reviewed or authorized by a physician or healthcare provider. Use of the Service does not and is not intended to, create or constitute, a physician-patient relationship with CarePredict, its officers, directors, employees, independent contractors, agents, anyone acting on behalf of CarePredict. 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If a third party enrolled you in the Service, the purpose of their enrollment is to provide the services. You are consenting to and authorizing the use and disclosure of your information, including the use and/or disclosure of this information will be in effect until you withdraw your permission. You may withdraw your permission at any time by contacting support@carepredict.com. You warrant your permission to use the Service and disclose the information you can no longer use the Service and the collection, use, and disclosure of new information will stop.	CarePredict is not responsible for any third-party service's use of your exported information. The Service may also contain links to third party websites. Linked websites are not under CarePredict's control, and CarePredict is not responsible for their content. 2. Third Party Software. The Service may include or incorporate third party software components that are generally available free of charge under licenses granting reciprocal or non-reciprocal licenses to users of the Service. These components ("Third Party Components"). Although the Service is provided to you subject to these terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses. 3. Consent to Electronic Communications and Text Messaging 1. Consent to Electronic Communications. By using the Service or providing Personal Information (as defined in the Privacy Policy) to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or by other means, including any email, text, or other electronic means, and we may have a legal right to receive this notice in writing. To receive free written notice of a security breach, or to withdraw your consent from receiving electronic notice), please write to us at support@carepredict.com. 2. SMS Text Messages and Push Notifications. When you register with CarePredict, CarePredict may send you SMS text messages and push notifications ("Messages and Notifications") in order to keep you informed about the Service. By using the Service, you agree to receive Messages and Notifications regarding your use of the Services SMS text messages are for informational purposes only. While Messages and Notifications are intended to enhance your use of the Service, you may opt out of receiving any such messages by disabling push notifications on your device, and/or (ii) send an email to support@carepredict.com to remove yourself from our text message database. Depending on your current carrier plan, you may incur charges for these Messages and Notifications, and you agree you will not hold, nor participate in any action which seeks to hold, CarePredict liable for any charges incurred. You acknowledge that any terms between you and any third party provider, such as for example Apple's, Android™, T-Mobile or Google) create no obligation or responsibility on the part of CarePredict and that CarePredict is not responsible for any failure of warranty by any such third party. CarePredict cannot control certain factors relating to message delivery. You acknowledge that	claims, (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is designated by the United States as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. 27. CarePredict Privacy Policy We are CarePredict, Inc. ("CarePredict," "we," or "us"). Our Service includes our website (www.carepredict.com) and our related websites, mobile applications, and other services provided by us (collectively, the "Service"). We provide the Service to our Users and their Care Circle (as defined in the Terms of Service). By accessing and using the Service, you acknowledge that you have read, understood, and agree to the terms of the Service, which are made available to you, you are accepting the practices described in this Privacy Policy and are also agreeing to comply with our Terms of Service. "Capitalized terms used in this Privacy Policy but not defined here have the meanings ascribed to them in the Terms of Service. Before submitting any information which may identify you ("personally identifiable information") to our Services, please read this Privacy Policy carefully. This Privacy Policy is designed to assist you in understanding how we collect, use, and disclose both personally identifiable information and non-personal information, Well-Being Information (as defined in the Terms of Service) and "Materials" (collectively "Information") that we obtain through your use of our Service. Our Service provides information to you about our products and services. When you use our Service, Information will be automatically collected using cookies and similar technologies. We may ask your consent when required. What You Should Know Before Using the CarePredict Service Before using the Service, you should understand the following: • You should read and agree with our Terms of Service. • If you are in the European Economic Area, UK, or Switzerland, you should read and agree with our Terms of Service in those areas. Any of your information that we collect will be transferred to CarePredict in the United States. • If you have questions you can always contact us at privacy@carepredict.com.	depending on your mobile carrier's service, and/or availability of local wireless networks. ("Messages") with each other. Harmful, obscene, abusive, or offensive communications are not welcome in any Messages. If a user sends you an objectionable Message, please notify us by sending an e-mail to support@carepredict.com. We reserve the right, at our discretion, good sense and sound judgment when sending a Message. You are solely responsible for the content of any Message you send. You agree that CarePredict may monitor Messages and use them for the purposes of improving the Service, or for other legal purposes such as court orders, or other legal process, to establish or exercise our legal rights, to defend against legal claims, or as otherwise required by law. 9. User Derived Content 1. User Derived Content Certain features of the Service permit CarePredict users to upload or publish content to the Service, including, but not limited to, photos, videos, audio, text, and other materials. ("User Derived Content"). When you upload or publish content to the Service, you grant CarePredict an unrestricted, perpetual, irrevocable license to: (a) install and use one object code copy of any mobile application, associated software, and/or other components ("Third Party Components"). Although the Service is provided to you subject to these terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses. 2. Limited License Grant to CarePredict. By uploading User Derived Content, you grant CarePredict a worldwide, perpetual, non-exclusive, transferable, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, create derivative works of, modify for the purpose of formatting, and utilize or your User Derived Content in an anonymized form, in whole or in part, in any and all uses, now and in the future, developed in accordance with all applicable laws and regulations, and in accordance with the settings on your account and the features of the Service you elect to utilize. 3. Limited License Grant to Other Users. By uploading User Derived Content that is shared with other users of the Service, as a function of the Service, you grant those users a non-exclusive license to access and use that User Derived Content as permitted by these Terms and the functionality of the Service. You further acknowledge and agree that CarePredict will not generally perform any editorial functions with respect to User Derived Content, and you will be responsible for the actions of other users or third parties that upload User Derived Content or make use of the User Derived Content you upload to the Service. 4. Usage Data. You agree that CarePredict may collect and use technical data and related information, including, but not limited to, UDID, and other technical information about your device, system location, IP address, and other data, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Service, and to track CarePredict's performance. For such data collection, CarePredict does not permit analytics purposes. Please see the Privacy Policy for more details regarding the information CarePredict collects, and how it uses and discloses that information. 5. Restrictions; Data Retention. You agree that CarePredict will have no responsibility or liability with respect to any User Derived Content that is processed, transmitted, disclosed, or stored in connection with the Service. CarePredict is not responsible for performing, and is not liable for any failure to perform, any back-up of any User Derived Content provided, processed, or stored in or through the Service. 6. User Derived Content Representations and Warranties. You are solely responsible for your User Derived Content and the consequences of uploading User Derived Content. By uploading User Derived Content, you affirm, represent, and warrant that: (A
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