

## **TERMS OF USE Care4ward, Inc.**

Welcome to the Care4ward website located at [Careforward.com](https://www.care4ward.com) (the “Site”). Please read these Terms of Use (the “Terms”) and our Privacy Policy (<https://www.care4ward.com/privacy-policy>) carefully because they govern your use of our Site (and the other websites we own or operate, including, without limitation, [Careforward.com](https://www.care4ward.com)), and our online services that we provide. To make these Terms easier to read, the Site and our services are collectively called the “Services.”

These Terms constitute a binding legal agreement between you, as a user of the Services, and Care4ward, Inc. (“Company”, “we” or “us”). If you have been authorized to, and are helping another person visit our Services, these Terms constitute a legally binding agreement between both the helper and the person being helped and Company.

THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, AND WHILE THE SERVICES PROVIDE INFORMATION, WE CANNOT AND DO NOT DIAGNOSE YOUR HEALTH CONDITIONS. ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTHCARE PROVIDER FOR PERSONAL MEDICAL ATTENTION AND ADVICE; DON’T USE THE SERVICES AS A SUBSTITUTE FOR CONSULTING WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER. USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

We reserve the right, at our discretion, to modify, replace, update or change any of these Terms or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time and for any reason. Company shall not be liable to you for any such modification, replacement, suspension or discontinuation of your rights to access and use the Services. However, if we make any material changes to these Terms, we will notify registered users by e-mail, post a notice on our home page and/or alert you to such changes by other similar means. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. It is your responsibility to check these Terms periodically for changes. By continuing to use the Services, you agree to accept all such revisions.

If you accept these Terms, but later decide that you want to terminate your account, please contact Customer Support at [hello@care4ward.com](mailto:hello@care4ward.com), and Company will verify and complete your request.

### **1. Applicability of These Terms**

Your access to, and use of the Services is expressly conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users of the Services, including users who are also contributors of content, information, and other materials or services in the Services. If you do not agree with these Terms, you are not authorized to access or use any portion of the Services in any manner, for any purpose.

Your use of any Services with which we may be affiliated may be subject to additional terms, including terms and conditions provided by a third party. If you do not agree with any of these additional terms and conditions, you are not authorized to use the Services subject to such additional terms.

In order to receive our Services, you must register as more fully described below in the section entitled "Registration." The Services are available only to individuals who are at least 18 years old. You represent and warrant that you have the legal ability (capacity) to enter into a binding contract and are at least 18 years old, and that all registration information you submit is accurate and truthful. Company may, in its sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time for any reason. This provision is void where prohibited by law and the right to access the Services is revoked in such jurisdictions.

## **2. Our Services**

As part of the Services, we may offer programs to certain individuals (such as web-based health coaching services) for changing behaviors that can lead to health problems. Our Services may include, without limitation, the following:

- The ability to access health information shared by you and others through our Services, augmented with information collected about you through authorized third parties and to build an online community related to your health goals.
- Access to other information about Company and our products and/or services through the various websites we own and operate, including, without limitation, the [care4ward.com](http://care4ward.com) website and domain name, and any other features, content, or applications offered from time to time by Company in connection therewith.
- The ability to interact with relevant Company personnel in a timely and effective manner from the time of initial application and throughout the course of program participation.
- The ability to interact with other users of our Services from the time of registration with our Services and throughout the course of engagement with our Services.

## **3. Non Emergency Services**

THE SITES AND SERVICES ARE FOR NON-EMERGENCY PURPOSES ONLY. DO NOT ATTEMPT TO ACCESS EMERGENCY CARE THROUGH THE SITES OR THE SERVICES. IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, OR IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST OPEN EMERGENCY ROOM.

THE SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY OR TIME-CRITICAL CALLS OR COMMUNICATIONS TO ANY TYPE OF HOSPITAL, LAW ENFORCEMENT AGENCY, MEDICAL CARE UNIT, OR ANY OTHER KIND OF EMERGENCY OR TIME-CRITICAL SERVICE.

If Company becomes aware of or contemplates an emergency, Company may, at its sole discretion secure from any licensed hospital, physician, and/or medical personnel (“Emergency Responders”) any emergency treatment deemed necessary by Company for your immediate care. You understand and agree that, in the event that Company does take any action with respect to securing Emergency Responders on your behalf, you, not Company, will be solely responsible for payment of any and all medical services rendered in connection with any such treatment.

#### **4. No Medical Advice**

THE SERVICES DO NOT INCLUDE THE PROVISION OF MEDICAL CARE BY COMPANY. RATHER, THE SERVICES ENABLE REGISTERED USERS TO ACCESS WEB-BASED HEALTH COACHING TOOLS AND RESOURCES, INCLUDING A HEALTH COACH, WHO MAY PROVIDE YOU WITH LIMITED WEB-, TELEPHONE-, SMS-, OR EMAIL-BASED SUPPORT. COMPANY’S HEALTH COACHES ARE NOT LICENSED PHYSICIANS OR LICENSED HEALTH CARE PROVIDERS.

COMPANY DOES NOT EMPLOY OR CONTRACT WITH PHYSICIANS TO PROVIDE MEDICAL CARE TO YOU. COMPANY DOES NOT OFFER MEDICAL ADVICE OR DIAGNOSES OR ENGAGE IN THE PRACTICE OF MEDICINE. OUR SERVICES ARE NOT INTENDED TO BE, AND DO NOT CONSTITUTE, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT AND ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS REGARDING YOUR MEDICAL CONDITION OR THE USE (OR FREQUENCY) OF ANY MEDICATION OR MEDICAL DEVICE. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN CONNECTION WITH OUR SERVICES. TO THE EXTENT YOU RECEIVE MEDICAL CARE CONSEQUENT TO THE SERVICES, YOUR TREATING MEDICAL PROFESSIONAL IS RESPONSIBLE FOR OBTAINING YOUR INFORMED CONSENT TO ANY MEDICAL DIAGNOSIS OR TREATMENT, INCLUDING WITHOUT LIMITATION, YOUR CONSENT TO USE TELEMEDICINE IN THE COURSE OF YOUR TREATMENT TO THE EXTENT SUCH CONSENT IS REQUIRED BY APPLICABLE LAW. THIS DIAGNOSIS OR TREATMENT IS SEPARATE FROM AND UNRELATED TO THE SERVICES PROVIDED BY COMPANY. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY PARTICULAR DRUG OR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU.

#### **5. Privacy & Your Personal Information**

Company’s current privacy policy is located at <https://www.care4ward.com/privacy-policy> (the “Privacy Policy”) and is expressly incorporated into these Terms. The Privacy Policy discloses Company’s practices regarding the collection, use and disclosure of your personal information. By agreeing to these Terms, you are also agreeing to the terms of Company’s Privacy Policy and consenting to the use and disclosure of information provided to Company as set forth herein. For inquiries in regard to the

Privacy Policy, or to report a privacy-related problem, please contact [info@care4ward.com](mailto:info@care4ward.com).

The Services may include the ability to connect with a small social network of people diagnosed with or prescreened for certain medical conditions, including cancer, pre-cancer, or related syndromes. BY VISITING OR USING THE SERVICES, YOU CONSENT TO OUR COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION, INCLUDING HEALTH-RELATED INFORMATION SUCH AS YOUR MEDICAL CONDITIONS, IN ACCORDANCE WITH OUR PRIVACY POLICY. IF YOU DO NOT CONSENT TO THE DISCLOSURE OF THIS INFORMATION, YOU SHOULD NOT ACCESS OR USE THE SITES OR THE SERVICES.

By posting, creating, using, and disclosing data, including your individually identifiable health information through User Submissions on or at any of the Sites or otherwise through the Services, you hereby irrevocably and unconditionally acknowledge that all such data is owned by Company, subject to Company's compliance with the current Privacy Policy, the HIPAA Notice, and all applicable federal and state privacy laws.

## **6. Rules and Conduct**

As a condition of use, you agree not to use the Services for any purpose that is prohibited by these Terms or by applicable law. The Services (including, without limitation, any Content or User Submissions (both as defined below)) are provided only for your own personal, non-commercial, limited use in accordance with these Terms. You are responsible for all of your activity in connection with the Services. For purposes of these Terms, the term "Content" includes, without limitation, any advertisements, advice, written forum comments, information, software, scripts, art, graphics, logos materials, data (obtained about you through the Services or from third parties), suggestions, videos, audio clips, text, photographs, images, button icons and interactive features generated, provided, or otherwise made accessible by or to Company or its partners on or through the Services.

By way of example, and not limitation, you shall not, and shall not permit any third party to, directly or indirectly (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Services, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- Impersonates any person or entity, including any employee or representative of Company
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;

- involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; or

Additionally, you shall not: (a) take any action that imposes or may impose (as determined by Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (b) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (c) bypass any measures Company may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (d) run Mail list, Listserv, any form of auto-responder or "spam" on the Services; or (e) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Sites.

You shall not (directly or indirectly): (a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction; (b) modify, translate, or otherwise create derivative works of any part of the Services; or (c) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

Company reserves the right to remove any Content from the Sites or the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have violated these Terms), or for no reason at all.

## **7. Fees and Payment**

Company reserves the right to require payment of fees for certain features of the Services. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Sites in connection with such features. Company reserves the right to change its price list and to institute new charges at any time, upon prior notice to you, which may be sent by email or posted on the Sites. Use of the Services by you following such notification constitutes your acceptance of any new or increased charges.

## **8. Registration; Computer Equipment and Internet Services; Consent to Receive Email/Phone Communications**

As a condition to using certain aspects of the Services, you will be required to register with Company and select a password and screen name ("Company User ID"). You shall provide Company with true, accurate, complete, and current registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your Company account. You shall not (a) select or use as a Company User ID a name of another person with the intent to impersonate that person; (b) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization; or (c) use as a Company User ID a name that is otherwise offensive, vulgar or obscene. Company reserves the right to refuse registration of, or cancel a Company User ID in its sole discretion. You are solely responsible choosing your Company User ID and for activity that occurs on your account. Additionally, you shall be responsible for setting your account password, as well as maintaining its confidentiality. You shall never use another user's account without such other user's express permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account related security breach of which you become aware.

As a condition of using our Sites and participating in our Services, you will be required to provide Company with your email address and phone number as part of registration. As part of the Sites and Services, you will receive from us email and other communications (e.g., SMS messages and voice calls) relating to your use of our Sites and/or your participation in our Services. By disclosing this contact information or otherwise sending electronic communications through the Services or the Sites, you acknowledge and agree that we may send you communications through registered mail, email and other electronic communications, SMS messages, voice calls or otherwise, that we determine, in our sole discretion, are related to your use of our Sites and/or participation in our Services. As part of using our Sites and or Services you agree to receive all agreements, notices, disclosures and other communications that we provide to you in electronic form, and acknowledge that receipt of such documents in electronic form satisfies any legal requirement that such communications be in writing.

With the exception of the Services, you are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Services, as well as Internet services via the Internet service provider of your choice. This responsibility includes, without limitation, your utilizing current versions of web-browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet, and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. You acknowledge that you have requested access to the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or the Systems.

WHEN YOU CONTACT US BY EMAIL OR TEXT, WE HAVE NO WAY OF PROTECTING YOUR INFORMATION UNTIL IT REACHES US SINCE EMAIL AND TEXT MESSAGING AND THE COMMUNICATION LINES SUCH COMMUNICATIONS TRAVEL OVER DO NOT HAVE THE SECURITY FEATURES THAT ARE BUILT INTO OUR SERVICES AND MAY NOT BE SECURE. BY SENDING ANY INFORMATION TO US VIA EMAIL OR TEXT, OR AGREEING TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US THROUGH EMAIL OR TEXT, YOU ACKNOWLEDGE AND ACCEPT ANY RISK AND DAMAGE ARISING FROM DISCLOSURE OF SUCH INFORMATION IN THE COURSE OF TRANSMISSION.

### **9. Third-Party Sites and Materials**

The Services may allow you to display, use, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party websites (“Third Party Websites”). These may include data from such devices as fitness wearables, weight scales and other devices.

When you allow the use of any Third Party Materials or access any Third Party Websites, you do so at your own risk, and you understand and agree that you are solely responsible for reading and understanding any terms of use and/or privacy policies that apply to such Third Party Materials or Third Party Websites. These Third Party Materials and Third Party Websites are not under Company’s control, and Company is not responsible or liable for the availability, reliability, content, functions, accuracy, legality, appropriateness, services, materials or any other aspect of such Third Party Materials or found through the use of any Third Party Websites that link to or from the Services or are otherwise referenced in the Services. Company is providing these Third Party Materials and links to Third Party Websites for your convenience, and you understand that Company does not have control over the content and performance of any Third Party Websites and Company is not responsible for the content and/or performance of any such Third Party Websites. The inclusion of any such Third Party Materials or links in the Services does not imply endorsement by Company or any association with the third party website’s operators. Company also does not accept any responsibility for technical failures or for unauthorized access of user transmissions by any third parties.

The providers of Third Party Materials and Third Party Websites (each, a “Third Party Service Provider”) may collect and use certain information about you, as specified in their privacy policies and terms of use. Prior to using or providing any information to any Third Party Service Provider, you should review their privacy policy and terms of use. If you do not understand or do not agree to the terms of a Third Party Service Provider’s privacy policy and/or terms of use, you should not use the related third party services.

COMPANY HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY ANY THIRD PARTY SERVICE PROVIDER. IN ADDITION, YOU AGREE THAT COMPANY WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION, SOFTWARE, MATERIALS OR SERVICES PROVIDED BY ANY THIRD PARTIES, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY SERVICE PROVIDERS LINKED

THROUGH THE SERVICES, AND YOU AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES, LOSS, OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM OR ALLEGED TO HAVE RESULTED FROM YOUR USE OF THIRD PARTY MATERIALS AND THIRD PARTY WEBSITES.

## **10. Company, Content, Intellectual Property**

The Services and the Content are protected under United States and international intellectual property, copyright, trademark, patent, trade secret and other laws. The Sites, the Services and the Content are the sole property of Company. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit the Services or any Content or third party submissions or other proprietary rights not owned by you, (a) without the consent of the respective owners or other valid right, and (b) in any way that violates any third party right.

You may, to the extent the Sites expressly authorize you to do so, download or copy the Content, and other items displayed on the Sites for download, for personal use only in accordance with these Terms, provided that you maintain all copyright, trademark and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content for other than personal, noncommercial use in accordance with these Terms is expressly prohibited without prior written permission from Company, or from the copyright holder identified in such Content's copyright notice. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted or otherwise made available via the Services.

Subject to your compliance with these Terms, as revised (and any other terms governing your use of the Services) you are granted a personal, non-exclusive, non-transferable, non-sublicenseable, revocable, limited right to enter our Site and use the Services. All rights in and to the Sites and the Services not expressly granted in these Terms are hereby reserved and retained by Company.

Care4ward is a trademark or registered trademarks of Care4ward, Inc. Other trademarks, service marks, graphics and logos appearing on the Sites or the Services may be the property of third parties (the "Third Party Marks"). Neither your use of the Sites or the Services nor these Terms grant you any right, title or interest in or to, or any license to reproduce or otherwise use, the Company Marks or any Third Party Marks.

## **11. User Submissions**

The Services may provide you with the ability to create, upload, submit (through our Sites or through third-party websites, software or tools), disclose, distribute or otherwise post (hereafter, "posting") content (including personal health information), videos, audio clips, written forum comments, data, text, photographs, software, scripts, graphics, works of authorship or other information related to the Services, including without limitation any feedback or suggestions for improvements, enhancements, or error corrections (collectively, "User Submissions"). You represent and warrant to us that you have the legal right to post such User Submissions and that doing so will not violate any law or infringe upon or violate the rights of any person or entity.

By posting User Submissions on or at any of the Sites or otherwise through the Services, including without limitation any individually identifiable health or personal information you submit to us, you hereby irrevocably and unconditionally assign to us all right, title, and interest in and to any such User Submissions (including, without limitation, any modifications, reproductions, or derivative works thereof), and all User Submissions, you supply to us through the Sites or the Services shall be deemed and shall remain our property, subject to Company's compliance with the current Privacy Policy, the HIPAA notice, and all applicable Federal and State privacy laws. You further understand and agree that Company has the right to create, use, and disclose such User Submissions in accordance with applicable law and/or after they have been de-identified in accordance with 45 CFR section 164.514.

You understand that Company shall have the right to de-identify, reformat, excerpt, or translate any materials, content or information submitted by you; and that all information publicly posted or privately transmitted through the Sites is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content; and that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Services.

Company has no obligation to monitor the Sites, Services, Content, or User Submissions. Company may remove any User Submission at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submission or in order to comply with applicable laws), or for no reason at all. You understand that Company shall have the right, but not the obligation, to record or monitor for quality assurance and training purposes all telephonic, e-mail and other forms of communication. By accepting these Terms, you consent to any such recording or saving.

Company does not endorse and has no control over any User Submissions. Company cannot guarantee the authenticity of any data that users may provide about themselves.

## **12. Termination**

Company may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account. Upon termination of your right to use our Services or Sites or our termination of the Services

or Sites, all licenses and other rights granted to you by these Terms will immediately terminate.

If you wish to terminate your account, you may do so by following the instructions on the Sites. Any fees paid hereunder are non-refundable. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **13. Warranty Disclaimer**

Although the Company attempts to ensure the highest quality Services possible, the Company does not guarantee that its Services will function perfectly or without error. Also, the Company cannot guarantee that third parties will not interfere with your use of its Services.

THE COMPANY'S SERVICES AND WEB SITE ARE PROVIDED ON AN "AS IS" BASIS. ANY ACCESS TO OR USE OF LYRA'S SERVICES ARE VOLUNTARY AND AT YOUR SOLE RISK. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE COMPANY'S SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE COMPANY WEB SITE OR SERVICES (INCLUDING ANY CONSULTATIONS OR OTHER SERVICES YOU MAY RECEIVE FROM YOUR PROVIDERS). THE COMPANY DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF OUR SERVICES. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, OR ANY ADVERSE INCIDENT.

### **14. Indemnification**

You shall defend, indemnify, and hold harmless Company, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to: (a) your use or misuse of, or access to, the Services, Content or otherwise from your User Submissions; (b) your breach of these Terms; (c) your violation or alleged violation of any applicable Federal, State or local laws, rules and/or regulations; or (d) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

## **15. Limitation of Liability**

IN NO EVENT SHALL COMPANY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT): (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING); (B) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN); (C) FOR YOUR RELIANCE ON THE SERVICES; OR (D) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IF YOU RESIDE IN SUCH A JURISDICTION.

NOTHING HEREIN SHALL LIMIT THE POTENTIAL PROFESSIONAL LIABILITY OF A PHYSICIAN OR OTHER LICENSED HEALTH CARE PROVIDER ARISING FROM OR RELATED TO MEDICAL SERVICES YOU MAY RECEIVE CONSEQUENT TO THE USE OF THE SERVICES. WE ARE NOT LIABLE TO ANY PERSON OR USER FOR ANY HARM CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF ANY LICENSED MEDICAL PROFESSIONAL OR ANY OTHER PARTY.

When using the Services, information will be transmitted over a medium that may be beyond the control and jurisdiction of Company, its customers and/or its vendors. Accordingly, Company assumes no liability for or relating to the delay, unintended disclosure, failure, interruption or corruption of any data or other information transmitted in connection with use of the Services.

Any claims against Company arising in connection with your use of the Services must be brought against Company within one (1) year of the date of the event giving rise to such action.

## **16. International Use**

Company makes no representation that the Services are appropriate or available for use in locations outside of the United States, and accessing the Services is prohibited from territories where such Services are illegal. If you access the Services from other locations, you do so at your own initiative and are responsible for compliance with local laws.

## **17. Governing Law; Dispute Resolution**

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these

Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms shall be governed by and construed in accordance with the laws of the State of Massachusetts, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by binding arbitration in Middlesex County, Massachusetts, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys’ fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. Use of the Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this Section.

## **18. Integration and Severability**

These Terms, the Privacy Policy, and any agreement referenced herein, constitute the entire agreement between you and Company with respect to the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Services . If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## **19. Miscellaneous**

Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including “line-noise” interference). These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with Company’s prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. Our licensors may be entitled to enforce these Terms as third-party beneficiaries. There are no other third-party beneficiaries to these Terms except, if applicable, a party to an applicable Benefit Agreement. No agency, partnership, joint venture, or employment relationship is created as a result of these

Terms and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

## **20. Digital Millennium Copyright Act Policy**

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent at:

Attn: Copyright Agent at Care4ward, Inc. 110 Great Road, Suite 202 Bedford MA 01730

## **21. Contact**

Address to contact the Company: Care4ward, Inc., 110 Great Road, Suite 202, Bedford, MA 01730 email: [info@care4ward.com](mailto:info@care4ward.com)

Effective Date: January 1, 2017