

Caren, LLC | Terms of Service

Effective Date: May 1, 2023

Caren, LLC (“Caren”, “Company” or “we”) provides an online service to help you organize and manage information about your care or the care of your loved ones. This service is available through the carenmhealth.com website through internet-connected mobile and computer apps (collectively, the “Site”). By using the Caren Services, you agree to follow these Terms of Service (“Terms”) and the Privacy Policy. These are legal rules that you must follow when using the Caren Services.

By accessing the Caren Services, or by downloading or uploading any content to the Site, you are showing that you have read and understand these Terms. If you don't agree to follow these Terms, you can't use the Site or the Caren Services.

NO MEDICAL ADVICE

IF YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 911 IMMEDIATELY

In case of a medical emergency, call 911 immediately. We do not provide any medical or pharmaceutical advice, and we are not healthcare providers. The Caren Services are not meant to replace the advice of a healthcare professional or provide medical or pharmaceutical information. Instead, Caren Services are intended to support the relationship you have with your doctor, pharmacist, and other healthcare providers.

Although we are not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), we are very serious about protecting your private health information and ensuring that you have control over it. We will only use and share your information according to our Privacy Policy.

PROFILES

When you sign up for the Caren Services, you become a Subscriber and can create a care profile (“Profiles”). A Profile can be for you or for someone you're taking care of, and you can add information and images to it. You can also invite others to access your Profile. If you invite someone, they will have full access to everything in your Profile. It's important to keep your Profile information private and secure because it contains sensitive healthcare and other sensitive information. You are responsible for monitoring the content in your Profile, whether you or someone else added it.

If you're creating a Profile for someone else, you need to have their permission to do so. You also need to have legal authority to make decisions on their behalf.

ADDITIONAL TERMS

Different parts of the Site and the Caren Services may have their own special terms and conditions that you need to agree to in order to use them. These additional terms will be made available to you when you access that part of the Site or Caren Services. If there is a conflict between these Terms and the additional terms for a specific part of the Site or Caren Service, the additional terms will apply.

MODIFICATION

Caren can change, stop, or end the Caren Services or these Terms at any time without telling you beforehand. If we change these Terms, we will let you know by posting the changes on the Site or by otherwise telling you about the changes. We will also update the “Effective Date” at the top of these Terms. By continuing to use the Caren Services after we make changes, you are agreeing to the new Terms. If you don't accept the new Terms, you should stop using the Site and Caren Services.

ELIGIBILITY

Subscribers need to be 13 or older to use the Site and Caren Services. Anyone under 13 can't use them. When you use the Site and Caren Services, you are attesting that you are 13 or older.

ACCOUNT REGISTRATION

To use the Caren Services, you need to create an account and become a Subscriber. You must provide accurate and complete information during registration and update it as necessary. If your information is incorrect or incomplete, notifications may be delivered improperly, not delivered at all, or your account may be suspended and/or terminated. You'll also create a password to protect your account. You're responsible for keeping your password secret and not sharing it with anyone else. If you forget your password, you will be asked to create a new one. If you suspect someone has used your account without permission, you must notify Caren immediately at support@carenmhealth.com.

PRIVACY

Caren values your privacy. See Caren's Privacy Policy about how it collects and uses your personal information and any content you share on the platform.

OWNERSHIP

The Caren Services, including the news and other content provided by Caren, are protected by copyright and trademark laws of the United States and foreign countries. You agree that the Site, Caren Services, and Caren content are owned by Caren and its licensors and that you cannot remove or change any of these legal notices. As a Subscriber, you own any content you

create and share on the platform. Caren doesn't own your content, but it has the right to use it according to these Terms and the Privacy Policy.

LICENSE GRANTED BY SUBSCRIBER

When you upload any information or content to Caren Services, you give Caren permission to use and share that content with other users on the platform that you authorize. This includes allowing Caren to copy, reformat, and download your content for this purpose. If you choose to share your content with a third-party user, Caren may sublicense your content to them for access and use as allowed by the Caren Services. However, it's important to note that Caren can't control how third-party users will use your content. So, we assume no liability, whether direct, incidental or consequential, arising from access from such third party.

By uploading content to Caren Services, you're affirming that you own the content or have the necessary rights to allow Caren to use it. You also agree that your content won't infringe on any intellectual property rights or violate any laws or regulations.

LICENSES GRANTED BY CAREN TO CAREN CONTENT AND SUBSCRIBER CONTENT

These Terms describe the permission given by Caren to the user to access and use its content. If you use the Caren Services, you agree to follow and be bound by these Terms.

Caren gives you permission to view, download, and print Caren Content only for personal and non-commercial purposes. You may not copy, sell, or distribute the content without Caren's permission. If you violate these Terms, Caren may take legal action against you. Failure of Caren to take legal action for any single violation shall not prevent us taking legal action for a subsequent violation of the same or other provision of these Terms.

If you are invited as a Caregiver by another user to access their Profile(s), Caren gives you permission to access and use the Profile Content. However, you may not share or give this permission to anyone else. All Profile Content is considered confidential, and you may not use it for any other purpose except to help manage the personal health care of the individual to whom the Profile content relates.

OTHER SERVICES

Sometimes we may give you special deals or suggestions that we think will be useful to you. These could be from us or from other companies. To take advantage of these offers, you might have to give us more information about yourself or the person you care for. It's your responsibility to decide whether to share this information or not. We try to select good partners, but we can't guarantee the quality or accuracy of their services. Caren is a platform that can connect you with these other services, but we will not be involved in any transactions or disputes that might occur.

We'll try to make it easy for you to use the Caren Services to manage all these different services, like talking to your doctors or ordering medication. But we can't promise that we'll always be able to work with these other companies, or that there won't be any mistakes or problems with their services. If you need to take action to make these other services work, you're giving us permission to act on your behalf as needed.

FEEDBACK

We love hearing your thoughts and ideas about how we can make the Caren Services better for you. If you have any feedback, comments, or suggestions, please share them with us by sending an email to support@carenmhealth.com, or by clicking the Help and Feedback link on our website.

By submitting Feedback to us, you are giving us permission to use your ideas and suggestions to improve our services. This means that we can use, copy, modify, and create new things based on your Feedback, without owing you any type of compensation. We promise to keep your Feedback confidential and will not share it with anyone outside of Caren.

GENERAL PROHIBITIONS

This agreement sets out the things that you are not allowed to do when using Caren Services. You may not:

- Pretend to be someone else or lie about who you are.
- Break any laws or regulations.
- Collect or keep any personal information from other users without their permission.
- Post anything that is illegal, offensive, false, or harmful to others, including things that infringe on someone else's civil rights or violate their privacy.
- Use Caren's name, logo, or interface design or other intellectual property without permission.
- Try to access areas of the Site or systems that are restricted.
- Try to hack or attack the site or network or bypass any security measures.
- Use any tools or programs to scrape or download content from the site or services.
- Send spam or unwanted messages to others using Caren Services.
- Use Caren's name or trademarks for your own benefit or for someone else's.
- Use the site or services for any commercial purpose that is not allowed under these Terms.
- Manipulate data used by the Site or Caren Services to send misleading information to another entity or individual.
- Attempt to crack or reverse engineer the Site or Caren Services.
- Send false information or pretend to be someone else when using the site or services.
- Try to break into or interfere with anyone else's access to the site or services.
- Encourage others to do any of these things listed above.

If you do any of these things, Caren may take legal action against you. Caren may also work with law enforcement to prosecute people who break these rules.

Caren doesn't have to watch everything that you do on the Site or Services, but Caren may check to make sure that you're following these rules. Caren may also remove any content that goes against these rules without notice.

LINKS

The Site may have links to other websites that are not owned by Caren. Caren is not responsible for these websites and is not liable for any problems you may have with them. This includes things like the accuracy of the information on these websites or the things you can buy or do on the websites. If you use these websites, you are responsible for any risks that come with it.

NOTIFICATION OF COPYRIGHT INFRINGEMENT

We believe that it's important to respect the rights of others, especially their creative work. We expect our users to do the same. If we find out that someone using our website is repeatedly copying other people's work without permission, we will disable their account.

If you violate copyright laws using the Caren Site, Caren will notify its Designated Copyright agent and respond as soon as possible in accordance with the Digital Millennium Copyright Act of 1998 (DMCA), which can be found on the [U.S. Copyright Office](#) website.

If you own the copyright to something and you think someone is using it without your permission on our website, please let us know. You can do this by filling out a form called a DMCA Notice of Alleged Infringement and sending it to our Designated Copyright Agent. When we get this notice, we will take whatever action we think is right, like removing the material from our website.

To fill out the DMCA Notice of Alleged Infringement, you need to:

- Say which copyrighted work has been copied without permission.
- Identify the material that has been copied and say where it can be found on our website.
- Give us your contact information, like your address and phone number.
- Include both of the following statements in the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Sign the form with your name and send it to our Designated Copyright Agent at info@carenmhealth.com.

TERMINATION AND ACCOUNT CANCELLATION

Caren can stop you from using its site or services if you break any of the rules in these Terms. Caren can also cancel your account at any time, but you can also cancel your account by sending an email to support@carenmhealth.com.

WARRANTIES

By using Caren Services as either a Profile-creator or a Caregiver, you promise to Caren that you will use them only for lawful reasons to help take care of the person identified in the Profile. You cannot use Caren Services or the Site or any of its contents for illegal purposes under any circumstances.

DISCLAIMERS

There are some important things you need to know before using Caren Services.

The Site, Caren Services, and Caren content are provided “as-is” without any guarantees.

Caren wants you to use its services only for lawful purposes. This means you cannot use them for anything illegal. Caren is not responsible for any unlawful actions you take.

Caren does not provide any warranty for the quality of its services. Profile content is entered by its subscribers and Caren makes no promises about the quality, accuracy, or reliability of the information you get from its site. You use its services at your own risk.

INDEMNITY

If you use Caren Services or any Profile content improperly or unlawfully, you agree to defend, indemnify, and hold harmless Caren and its employees, directors, and affiliates from any claims, damages or losses, whether direct, incidental or consequential, arising from such improper or unlawful use.

LIMITATION OF LIABILITY

You agree that you access and use Caren Services at your own risk. Caren is not liable for any damages that may occur while you use its services. Caren is not responsible for any loss of data or personal injury and will not pay more than the amount you paid to use their services.

CONTROLLING LAW AND JURISDICTION

This agreement will be governed by the laws of the State of Texas. If there is a disagreement or problem about copyrights, trademarks, trade secrets, patents or other intellectual property rights, the parties involved agree to go to court in the Southern District of Texas.

ENTIRE AGREEMENT

These Terms are the only agreement between Caren and you about the website and services, and it replaces any previous oral or written agreements. If you want to use any additional services that have their own terms and conditions, those terms and conditions are also part of this agreement.

ASSIGNMENT

You can't transfer this agreement to someone else without Caren's permission. Caren can transfer this agreement without asking for permission.

NOTICES

Any notices or updates about this agreement will be sent by email or posted on the website. For emails, the date the email was sent will be considered the date that you received it.

That's what this agreement is all about.

DISPUTE RESOLUTION

If you and Caren have a disagreement or problem about these Terms or the way you use the Caren Services, you agree to solve it through a special process called "binding arbitration." This means that you both agree to have an independent person (called an arbitrator) listen to both sides and make a decision that you both must follow. The arbitrator cannot consider claims from more than one Subscriber unless you and Caren agree in writing. You also agree that you will not have a trial in court or be part of a group lawsuit against Caren. However, you still have the right to go to small claims court or to ask a court to stop someone from copying or using your intellectual property without permission.

Arbitration Rules and Governing Law. If there is an arbitration process, it will be done according to the rules of the American Arbitration Association according to the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") unless it is changed by the "Dispute Resolution" section. (The AAA Rules are available from their web site or by calling the AAA at 1-800-778-7879).

Arbitration Process. If you need to start the process, you need to follow specific rules and tell Caren in writing. The arbitrator will be chosen by both parties, and if you can't agree, the

American Arbitration Association will choose one for you. The arbitration will take place where you live, unless you and Caren agree otherwise.

Arbitration Location and Procedure. Unless you and Caren decide differently, the arbitration will occur in the county where you live. If your claim is for less than \$10,000, the process will be based on documents you and Caren give to the arbitrator. If your claim is for more than \$10,000, the arbitrator may decide that a hearing is necessary. The arbitrator will make a decision based on the information given by both sides and will make a written statement explaining how they came to that decision. If you win arbitration, you may be able to ask for payment for your lawyer's fees and expenses. If Caren wins, it will not ask to be reimbursed for its lawyer's fees and expenses.

Fees. Your responsibility to pay the fees associated with filing arbitration is stated in the AAA rules. If your claim is for \$75,000 or less, Caren will pay all arbitration fees unless the arbitrator decides your claim was not serious or the relief you sought was improper as stated in Federal Rule of Civil Procedure 11(b).

Changes. If Caren changes these rules in "Dispute Resolution" about arbitration after the date you first accepted these Terms, you have 30 days from the Effective Date of the new Terms or the date of the email notification, whichever is later, to notify Caren in writing that you don't agree with the changes. If you don't, you will have to follow the new rules.

GENERAL

If Caren doesn't enforce a rule in this agreement, it doesn't mean Caren won't enforce it later. Caren can still enforce the rule if it wants to. If Caren chooses to waive a rule, it must be in writing and signed by a Caren representative. This agreement doesn't stop Caren from using other ways to protect your privacy. If a court decides that any part of this agreement isn't valid or can't be enforced, that part can be enforced as much as possible, and the other parts of the agreement will still be in effect.

CONTACTING CAREN

If you have any questions about these Terms, please contact Caren at info@carenmhealth.com