

CAREgivers Insight App Terms of Use

Last updated: June 27, 2024

Introduction

These Terms of Use (the “**Terms**”) constitute an agreement between you and CAREgivers Insight, Inc. (“**CAREgivers Insight**”, “**We**”, “**us**”, or “**our**”). The Terms govern your use of CAREgivers Insight’s mobile app (the “**App**”), available on the Apple App Store, Google Play, and any other related app markets, and the supporting website called <https://www.caregiversinsight.com> (our “**Website**”). By visiting or interacting with the App or the Website as a user with an account on the App, you agree to be bound by the following Terms and the Privacy Policy.

These Terms and the Privacy Policy constitute the entire agreement between you and CAREgivers Insight regarding the use of the App.

CAREgivers Insights Does Not Provide Medical Advice

Any information published on, or uploaded to, the App, including text, graphics, images, symptoms, treatments, dosages, outcomes, charts, profiles, photographs, advice, comments, messages, insights, vital information, and any other information whatsoever, is strictly for the purpose of tracking and monitoring the Subject’s health and wellness. It is not a substitute for professional medical advice or treatment. It is not intended to be used to diagnose, cure, treat, or prevent any condition, illness or disease. CAREgivers Insights does not provide any medical advice whatsoever and this App is not suitable to provide medical advice of any sort.

IF YOU THINK YOU OR THE SUBJECT MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 (EMERGENCY HEALTH ACCESS) IMMEDIATELY. CAREGIVERS INSIGHTS DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC COURSE OF ACTION, TESTS, RESOURCES, PHYSICIANS, PRODUCTS, PROCEDURES, DRUGS, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED IN RELATION TO THE APP (OR IN RELATION TO HEALTH INFORMATION VIEWED IN THE APP), AS REVIEWED IN THE APPLE APP STORE, GOOGLE PLAY, WEBSITE, OR ELSEWHERE. RELIANCE ON ANY INFORMATION PROVIDED BY CAREGIVERS INSIGHTS, ON DATA COMPILED ON THE APP, THE WEBSITE, OR ON OTHER USERS’ EXPERIENCE WITH THE APP OR WEBSITE IS SOLELY AT YOUR OWN RISK.

Your Responsibilities

Please be aware that these Terms constitute a binding legal agreement between you and CAREgivers Insight. You agree you are responsible for your use of our App and any resulting

consequences. You may use our App and interact with us only in compliance with these Terms and all applicable laws. Your use of our App constitutes your acceptance of these Terms and our Privacy Policy.

When using other CAREgivers Insight services, you may be subject to any additional terms that are otherwise made available from time to time.

Description of Service

The App provides its users (caregivers, therapists, family members and anyone in Subject's care circle) with real time updates on the health status of the person whose information is being recorded, and who has opted into the inclusion of their data, in the App (the "Subject"). The App helps users track over 65 different insights and provides a comprehensive platform for you to monitor the Subject's health. You acknowledge and agree that the form and nature of the App may change from time to time without prior notice to you. You may stop using the App at any time. By using this App, you acknowledge that CAREgivers Insight does not control in any manner the nature, quality, or accuracy of user-generated content, such as data saved and interpretations made. You agree that CAREgivers Insight is a neutral engine for people to record health information (such as vitals, and physical and mental insights) medication administration record, and other information pertaining to the health and wellbeing of the Subject. Through the services described above, the App is only meant to provide a partial picture of the Subject's health and wellness, and only a physician or other qualified healthcare provider can assess the health and wellness of the Subject or any other person. CAREgivers Insight does not provide or offer any medical advice or diagnoses, and CAREgivers Insight does not diagnose or treat illness or disease. No content or information made available on the App should be construed as a substitute for seeking professional care or an endorsement of any specific action, course of action or routine, and any actions taken by you or the Subject after use of the App should be discussed with a physician or other qualified healthcare provider that has specific knowledge of the unique situation surrounding such actions.

Eligibility Requirements

By accepting these Terms through your use of our App, you certify that you are at least 18 years old. If you are under 18 years of age, you are not permitted to use or download our App. Moreover, by accepting these Terms through your use of our App, you certify that you are either: (i) a caregiver, therapist, or medical professional that has the express consent of the Subject to provide the care, record the Subject's health information in the App, and share such information as needed, in compliance with applicable laws, or (ii) a family member or person within the Subject's care circle that has the express written consent of the Subject to view and monitor the Subject's health information.

Your Representations & Warranties to CAREgivers Insight

By using our App, you represent, warrant, and agree:

1. You meet the eligibility requirements expressed in these Terms;
2. You are solely responsible for the accuracy, legality, and appropriateness of your use of the App, including all data, values, information, insights, vitals, medical records, files, and communications entered into the App, as well as the use of downloadable assets generated from the App;
3. You will only use our App for lawful purposes;
4. If you are entering any personal information in regard to another person, you are authorized to provide such information and to give required consents relating to storage and release of the information on behalf of that person; and
5. You will not disclose any of the Subject's information or insights without their express prior consent.

Prohibited Uses

You agree not to use our App:

1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
2. For the purpose of exploiting, harming, or attempting to exploit or harm the Subject in any way through the illicit use of their information, or otherwise;
3. To engage in behavior that CAREgivers Insight deems to be offensive or harmful to other users;
4. To impersonate or attempt to impersonate CAREgivers Insight, a CAREgivers Insight employee, a Subject, a caregiver, a therapist or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);

Additionally, you agree not to:

1. Use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the App, including their ability to engage in real time activities through the Website;
2. Use any robot, spider, or other automatic device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App;
3. Use any device, software, or routine that interferes with the proper working of the App;
4. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

5. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App, or any server, computer, or database connected to the App or attack the App in any way; or
6. Otherwise attempt to interfere with the proper working of the App.

App and Availability

We reserve the right to withdraw or amend our App in our sole discretion without notice. We will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict user access to some parts of the entirety of our App.

Reliance on Information Posted

We make no representations or warranties of any kind, express or implied, in regard to the accuracy, completeness, or usefulness of the App, its content, any information made available on the App, or materials, products or services (including without limitation any uploaded insights or Subject information) available on the App. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the App, or by anyone who may be informed of any of its contents.

Our App may include content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators, and/or reporting Apps. All statements, information and/or opinions expressed in these materials (including, without limitation, any diagnosis performed on the App), and all responses to questions and other content, other than the content provided by CAREgivers Insight, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of CAREgivers Insight.

We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Termination of Access

CAREgivers Insight maintains the right to suspend or disable your access to the App and any account you may have created, or terminate these Terms, at our sole discretion and without prior notice to you if you breach the Terms or spirit of the Terms and intended use, or if CAREgivers Insight otherwise determines such action is warranted. CAREgivers Insight reserves the right to revoke your access to and use of the App at any time, with or without cause.

Intellectual Property

Service Content, Software and Trademarks. You acknowledge and agree that our App may contain content or features (“**Service Content**”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by CAREgivers Insight, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, license, transmit, publicly display or perform, publish, adapt, distribute, or create derivative works based on our App or Service Content, in whole or in part, except that the foregoing does not apply to any of your own feedback that you legally upload to our App.

The CAREgivers Insight name and logos are trademarks and Service marks of CAREgivers Insight (collectively the “**CAREgivers Insight Trademarks**”). Other company, product, and Service names and logos used and displayed via our App may be trademarks or Service marks of their respective owners, who may or may not endorse or be affiliated with or connected to CAREgivers Insight. Nothing in these Terms or in our App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the CAREgivers Insight Trademarks displayed through our App, without our prior written permission in each instance. All goodwill generated from the use of CAREgivers Insight Trademarks will inure to our exclusive benefit.

Feedback Transmitted Through Our App. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information unrelated to information (“**Feedback**”), provided by you to CAREgivers Insight is non-confidential, and CAREgivers Insight will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that CAREgivers Insight may preserve content, and may also disclose feedback or content if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of CAREgivers Insight, its users, and the public. You understand that the technical processing and transmission of our App, including your content, may involve: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Links

The App may provide links to other websites or apps, or references to other websites or apps solely as a convenience to you. We cannot assure the accuracy or content of any other website or app, and we will not be liable for any damages or injury incurred in connection with any other website or app.

Communications

As part of your use of our App, you consent to receive electronic notifications from CAREgivers Insight. You may opt-out of receiving certain notifications from CAREgivers Insight by completing the opt-out process provided in each email message. By opting-out, you understand that we may not be able to communicate certain information to you. Please note we may still contact you regarding certain transactional announcements or notifications even if you have opted-out from other messages.

Third-Party Advertising & Marketing¹

CAREgivers Insight may employ third-party advertising and marketing to deliver ads, information, and other promotions to you, both through our App and other mechanisms. By agreeing to our Terms, you agree to receive such advertising and marketing from CAREgivers Insight and our partners. If you do not wish to receive such advertising, you may opt out with the instructions provided within the communication. CAREgivers Insight may compile and release information regarding you and your use of our App on an anonymous basis as part of a customer profile or similar report or analysis. It is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through our App.

Indemnity and Release

You agree to release, indemnify, and hold harmless CAREgivers Insight, its affiliates, and its and their respective officers, employees, directors, members, and agents from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of, or relating to, your use of the App and interactions with us, your violation of these Terms, or your violation of any rights of another.

Disclaimer of Warranties Related to our App

YOUR USE OF OUR SERVICES OR CONTENT AND YOUR INTERACTIONS WITH US IS AT YOUR SOLE RISK. OUR SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAREGIVERS INSIGHT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER

¹ **Note to CAREgivers Insights:** Please confirm whether this TP ads and marketing will apply to the App.

EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

CAREGIVERS INSIGHT MAKES NO WARRANTY THAT: (I) OUR SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS, (II) OUR SERVICES OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SUBJECT DIAGNOSIS) WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR CONTENT WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CAREGIVERS INSIGHT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CAREGIVERS INSIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE OUR SERVICES OR ANY CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, TRANSMISSIONS, OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (V) ANY OTHER MATTER RELATING TO OUR SERVICES OR CONTENT. IN NO EVENT WILL CAREGIVERS INSIGHT 'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID CAREGIVERS INSIGHT IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED U.S. DOLLARS (USD \$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

General

International Use and Export Controls. Any software available in connection with our App and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded as part of our App or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using any software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of our App, including as it concerns online conduct and acceptable content.

Modification. We reserve the right, in our sole discretion, to modify these Terms at any time. Your continued use of our App or continued interactions with us after we post any updates or revisions constitutes your acceptance of those updates and revisions.

Governing Law. Terms will be governed by the laws of Michigan without regard to conflict of law provisions. With respect to any disputes not subject to the dispute resolution procedures set forth above, you and CAREgivers Insight agree to submit to the personal and exclusive jurisdiction of the local courts located in Washtenaw County, Michigan, and the federal courts located in the United States District Court for the Eastern District of Michigan.

Assignment. CAREgivers Insight may assign or transfer these Terms, in whole or in part, without restriction.

No Waiver. The failure of CAREgivers Insight to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

Severability. In case any provision of these Terms is found by a court of competent jurisdiction to be invalid, the validity, legality, and enforceability of the remaining provisions will not be affected and will remain in full effect. The parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

Claim Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of the use of the App or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Contact Us

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