

## User Policy

Effective Date: May 29, 2020

Caremerge, Inc. ("we" "our" or "us") provides individuals like you access to certain services we provide, including, without limitation, Caremerge Family Engagement, Community Engagement, and Calendar Central (the "Services") for the interaction between you (including your family members or people who you have authorized to represent you (individually and collectively, the "Representatives") and your care providers. When we use the term ("you" or "your") in the rest of this document, it will mean you and/or your Representative. The Services are provided to you by the senior living, memory care or other types of communities within our network and in which you reside ("Provider(s)"). This document, called the "User Policy" or "Policy" applies to you, or your Representatives, use of the Services. If you sign up for, access or use the Services, you have accepted the Policy and are agreeing to be bound by the terms of the Policy. Please read this Policy carefully, and if you do not want, or are unable, to agree to the Policy, then do not sign up for or obtain an account, use the Service, or accept this Policy. If for some reason you don't find a term defined in the Policy, then that term will have the same meaning as that term found in the [Terms of Use](#).

Access to the Services are made available to you through your Provider, and their access to the Services is governed by our [Terms of Use](#) and [Privacy Policy](#). We think you should review each carefully. If for some reason there is a difference between this Policy and the [Terms of Use](#) and, [Privacy Policy](#) then we will all look to the terms of this Policy to resolve that difference. You should understand that this Policy governs the use of the Services and is subject to change with or without notice to you. As such, the Policy will bind you, if you continue to use the Service after any change. So, if you are a regular user of the Service, please review the Policy regularly.

**The Services.** The Service allows your Provider to make certain information available to you through the Services. In addition, if you are a Representative and have legal to access the information (including Protected Health Information as defined in the [Terms of Use](#)) of another individual, such as your parent, that individual's Provider may, in his or her discretion, grant you access privileges for that individual's information through the Services.

We do not provide access to the Services, that is done solely by your Provider. If your Provider grants you access, you should receive an email inviting you to register for an account. To register, you will need to complete the information set forth in that email and you must also agree to the terms of this Policy. You should safeguard any user ID(s), password(s) and any other logon information provided with the account carefully, and not share them with anyone else. If you believe someone has had unauthorized access to the Service, please contact us immediately at [support@caremerge.com](mailto:support@caremerge.com).

Your Provider is responsible for any of the information you see, or access, on the Service. The information supplied by the Provider on the Service may contain typographical errors, inaccuracies or omissions. In addition, although the Service may display some information about you, it does not necessarily display all information retained by your Provider about you. If you think that your

information displayed in the Services is inaccurate or incomplete, or if you would like to request a complete copy of your records, please contact your Provider directly. Because the Service includes information that may be part of your Provider's health record about you, you will not be able to delete any health information. You may, however, terminate your access to the Services by contacting Your Provider directly. Your Provider also has the ability to terminate your access to the Services, at any time.

**Incorporation by Reference.** We have tried to include a lot of important terms in this Policy, but many other terms are located in the [Terms of Use](#), which are applicable to you. Those terms will include: 2 (Restrictions on Use of the Services), 3 (Our Content), 4 (Your Content), 5 (We Do Not Endorse Comments of Users), 7 (No Medical Advice Provided), 8 (No Legal Advice Provided), 9 (No Financial Advice Provided), 10 (Applications), 11 (Privacy), 12.3 (Effect of Termination), 13 (Modification or Discontinuance of the Services by Us), 14 (Denial of Access/Termination), 15.2 (Disclaimer of Warranties), 15.3 (Limitation of Liability), 16 (Indemnification), 19.1 (Assignment), 19.3 (No Waiver), 19.4 (Section Headings), 19.7 (Governing Law), 19.9 (Notice and Procedure for Making Claims of Intellectual Property Infringement). Some of these terms relate to your Protected Health Information, HIPPA and other regulations, so you should read these terms.

**Updates.** We or our respective suppliers, partners, and affiliates may make improvements and/or make changes in the Services described herein at any time.

**Remedy.** Although we will attempt to address any problems or concerns regarding the Services, if you continue to be dissatisfied with the Services or the content available thereon, or with any of this Policy, you should immediately discontinue using the Services as your remedy.

**Arbitration.** EXCEPT FOR CLAIMS BY EITHER PARTY UNDER ANY OF SECTIONS OF THE TERMS OF USE LISTED IN PARAGRAPH 2 BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS POLICY OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS POLICY TO ARBITRATE, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.). THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") THEN IN EFFECT, AS MODIFIED BY THIS POLICY, AND WILL BE ADMINISTERED BY THE AAA. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE EITHER PARTY FROM SEEKING TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IN CONNECTION WITH AN ARBITRABLE CONTRVRSY, BUT ONLY UPON THE GROUND THAT THE AWARD TO WHICH THAT PARTY MAY BE ENTITLED MAY BE RENDERED INEFFECTUAL WITHOUT SUCH PROVISIONAL RELIEF.

**Jurisdiction and Venue.** The Service is controlled and operated by us from our offices within the United States of America. Any claim relating to the Service shall be governed by the internal substantive laws of the State of Illinois. You and we agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Illinois. You and we agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Policy must be filed within one (1) year after such claim or cause of action arose.

**Violation of Terms and Conditions.** We reserve the right to seek all remedies available by law and in equity for any violations of this Policy, including the right to block access to the Service (including from a particular internet address). The failure of us to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. The section titles herein are for convenience only and have no legal or contractual effect.

**Entire Agreement.** This Policy constitutes the entire agreement between you and us in connection with your use of the Services. We may update this Policy from time to time by posting revised terms and conditions on the website, without notice to you, and your subsequent use of this service are governed by the new Policy. This Policy is effective until terminated by us. In the event of termination, Arbitration and Governing Law provisions set forth in this Policy will survive as well as Section 15.2 (Disclaimer of Warranties), 15.3 (Limitation of Liability), 16 (Indemnification), 19.1 (Assignment), 19.3 (No Waiver), 19.4 (Section Headings), 19.7 (Governing Law), 19.9 (Notice and Procedure for Making Claims of Intellectual Property Infringement) of the [Terms of Use](#). If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.