

USER POLICY

Caremerge, Inc. ("we" "our" or "us") provides access to certain services, including, without limitation, Caremerge Family Engagement, Community Engagement, and Calendar Central for the interaction between residents, family members and their care providers (the "Services") as a service to residents (and their family member or personal representatives ("together "Representatives")), on behalf of the senior living communities within our network ("Provider(s)"). This User Policy (this "Policy") applies to you, or your Representatives, use of the Services. By signing up for, or otherwise obtaining, an account, or by accessing or using the Services, you or your Representatives are accepting the Policy and agreeing to be bound by its terms. Please read this Policy carefully, and if you, or your Representatives, are unwilling or unable to agree to the Policy, then do not sign up for an account, use the Service, or accept this Policy.

The Services are made available to you through our web browser or through an application made available through iTunes and other third-party distribution platforms ("Applications"), the use of which is governed by our [Terms of Use](#) and [Privacy Policy](#). Please review each carefully. In the event of a conflict between the terms of this Policy and the [Terms of Use](#) and [Privacy Policy](#), the terms of this Policy control. This Policy governs the use of the Services, is subject to change without notice, and binds you, and your Representatives, if you, and your Representatives, continue to use the Service. Therefore, if you, or your Representatives, are a regular user of the Service, please review this Policy regularly.

The Services. The Service is an internet-based portal that allows your Provider to make certain information available to you. In addition, if you have the authority as a Representative, under applicable law, to access the health information 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 health information through the Services.

Access to the Services is granted to you solely by your Provider or by you to your Representatives. If authorized by your Provider or you (in the case of your Representatives), you, or your Representatives, will receive an email inviting you to register an account. To register, you, or your Representatives, will need to complete the required information and agree to the terms of this Policy. You, or your Representatives, should safeguard the user ID(s), password(s) and any other logon information carefully, and not share them with anyone else. If you, or your Representatives, believe someone has had unauthorized access to the Service, please contact us immediately at support@caremerge.com

The Provider is responsible for the information made available to you through the Service. Because the Service includes information created by the Provider, such information may contain typographical errors, inaccuracies or omissions. In addition, although the Service may display some information from your records as a resident of the Provider, 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 cannot delete such information. You may, however, terminate your, and your Representatives, access to the Services by contacting Your Provider directly. Your Provider also retains the ability to revoke your, or your Representatives, access to the Services at any time.

Incorporation by Reference. Without limiting the generality of the foregoing, this Policy incorporates specifically by reference the following provisions of our [Terms of Use](#), including, without limitation, those regarding Personal

Health Information, HIPPA compliance and Privacy: 1.2, 2, 3, 4.4, 5, 6, 7, 8, 9, 10, 11, 12, 13.2, 13.3, 14, 15, 17, 19.1, 19.3, 19.4, 19.7, 19.9.

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 its service, if you continue to be dissatisfied with the Services or the content available thereon, or with any of this Policy, your only remedy is to discontinue using the Services.

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. Each party to this Policy agrees to submit to the personal and exclusive jurisdiction of the courts located within the State of Illinois. Each party to this Policy agrees 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 violations of this Policy, including the right to block access from a particular internet address to the Service. 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 us and you 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 13.2, 13.3, 14, 19.1, 19.3, 19.4, 19.7, 19.9 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.