

Caren RPM I Terms of Service  
Last Updated Date: April 26, 2020

Caren RPM LLC (“Caren RPM” or “we”) provides an online service to help organize, store, and manage information related to your care or the care of your children, parents, and loved ones (the “Caren RPM Services”) through our website, accessible at [carenrpm.com](http://carenrpm.com), or via native and web applications for internet-connected mobile devices and computers (collectively, the “Site”). Please read carefully the following Terms of Service (“Terms”) and our Privacy Policy, which is incorporated by reference into these Terms. These Terms govern your access to and use of the Caren RPM Services and Collective Content (defined below) via the Site, and constitute a binding legal agreement between you and Caren RPM.

You acknowledge and agree that, by accessing or using the Caren RPM Services, or by downloading, uploading, or posting any content from or on the Site or through the Caren RPM Services, you are indicating that you have read, and that you understand and agree to be bound by, these Terms, whether or not you have registered via the Site. If you do not agree to these Terms, then you do not have the right to access or use the Site or Caren RPM Services.

#### NO MEDICAL ADVICE

IF YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 911 IMMEDIATELY.

We do not provide any medical or pharmaceutical advice. We are not health care providers. As a result, the Caren RPM Services are not intended to provide medical or pharmaceutical information or replace the advice of a healthcare professional. The Caren RPM Services are solely designed to support, not replace, the relationship that exists with any physician, pharmacist and other healthcare professionals. While we are not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), we take both the protection of your private health information and your ability to control and access such information very seriously, and will only use and disclose your information in accordance with our Privacy Policy.

#### PROFILES

When you register with us for access to the Caren RPM Services and successfully complete the account registration process you will become a “Subscriber” of the Caren RPM Service. As a Subscriber, you will have the opportunity to create one or more care profiles (“Profiles”) and to add information, data, and images to your Profile(s) (“Profile Content”). A Profile may relate to you as a caregiver or it may relate to your child, parent, or other person under your care. As a Subscriber, you will have the opportunity to invite third-party users to access the Profiles that you create. If you elect to invite a third-party user to access your Profile(s), that user will receive an invitation to register with the Caren RPM Services and will need to complete the account registration

process to access Caren RPM Services. In addition, any third-party user that you invite to access your Profile(s) will have full access to all Profile Content within your Profile(s). Because of the sensitive and private nature of your health care and the health care of those loved ones on whose behalf you may be creating a Profile, we recommend that you protect the private and sensitive information contained within your Profile(s) and consider carefully whether to permit any third-party user to access your Profiles. All Subscribers are responsible for monitoring the Profile Content uploaded or added to their Profiles, whether uploaded by the Subscriber or by other third parties.

If you are creating a profile on behalf of another person, by accepting these terms you attest that you are authorized by that person to create a profile on their behalf. To the extent you take action on behalf of the person you are caring for, you also attest that you have valid legal authority to take that action on their behalf.

Please note that you, and not Caren RPM, are responsible for maintaining and protecting all Profile Content. Caren RPM will not be liable to you for any loss or corruption of your Profile Content, or for any costs or expenses associated with backing up or restoring any of your Profile Content.

#### ADDITIONAL TERMS

Certain areas of the Site (and your access to or use of certain aspects of the Caren RPM Services) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions in order to obtain access to or use of that Site area or Caren RPM Service. Any additional terms will be made available to you at the time you access that applicable Site area or Caren RPM Service. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site or particular Caren RPM Services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site or particular Caren RPM Service, as applicable.

#### MODIFICATION

Caren RPM reserves the right, at its sole discretion, to modify, discontinue, or terminate the Caren RPM Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modified Terms and alert you to the modified Terms on the Site or otherwise provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Caren RPM Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Caren RPM Services.

#### ELIGIBILITY

The Site and Caren RPM Services are intended solely for persons who are 13 or older. Any access to or use of the Caren RPM Services by anyone under 13 is expressly prohibited. By accessing or using the Caren RPM Services you represent and warrant that you are 13 or older.

## ACCOUNT REGISTRATION

In order to access the Caren RPM Services, including to (i) create and manage a Profile and (ii) post any Profile Content through the Caren RPM Services, you must register to create an account (“Account”) and become a Subscriber. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. Caren RPM reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. You will be asked to create a password when you create your Account. Caren RPM does not have access to your passwords and if you forget your password you will be asked to create a new one. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Caren RPM if you become aware of any unauthorized use of your Account.

## PRIVACY

See Caren RPM’s Privacy Policy for information and notices concerning Caren RPM’s collection and use of your personal information and the Profile Content you submit.

## OWNERSHIP

The Site, Caren RPM Services, and the news and other content provided by Caren RPM through the same, including the trademarks, trade dress and copyrightable text (collectively, the “Caren RPM Content”), are protected by copyright, trademark, and other laws of the United States and foreign countries and are the proprietary designations of Caren RPM. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties. You acknowledge and agree that the Site, Caren RPM Services, and Caren RPM Content, including all associated intellectual property rights, are the exclusive property of Caren RPM and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Caren RPM Services, or Caren RPM Content.

As between any Subscriber and Caren RPM, all Profile Content is and remains the sole and exclusive property of you as the Subscriber. Caren RPM does not own any Profile Content and its use of the same is subject to these Terms and our Privacy Policy.

## LICENSE GRANTED BY SUBSCRIBER

By making available any Profile Content on or through the Caren RPM Services, you hereby grant to Caren RPM a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid up right and license to access, use, view, copy, adapt, reformat, and download, such Profile Content only on, through or by means of the Caren RPM Services and for the limited purpose of making such Profile Content available to you and any third-party user with whom you choose to share access to one or more of your Profiles via the Caren RPM Services and as otherwise set forth in our Privacy Policy. In the event you do elect to make one or more Profile(s) and their corresponding Profile Content available to one or more third-party users, you further grant Caren RPM a right to sublicense the Profile Content to such third-party user to allow access to and use of the same as permitted by the Caren RPM Services.

ALTHOUGH ANY THIRD-PARTY USER IS SUBJECT TO THESE TERMS AS A SUBSCRIBER, WE CANNOT CONTROL ANY USE OF PROFILE CONTENT BY ANY THIRD-PARTY USER AND YOU ARE SOLELY RESPONSIBLE FOR THE SAME AND ANY LIABILITY FOR SUCH ACCESS.

You acknowledge and agree that you are solely responsible for all Profile Content that you make available through the Caren RPM Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Profile Content that you make available through the Caren RPM Services or you have all rights, licenses, consents and releases from your loved one that are necessary to grant to Caren RPM the rights in such Profile Content, as contemplated under these Terms, including the provision to Caren RPM of Personal Information (as defined in the Caren RPM Privacy Policy) submitted to us as part of a Profile; and (ii) neither the Profile Content nor your posting, uploading, publication, submission, or transmittal of the Profile Content or Caren RPM's use of the Profile Content (or any portion thereof) on, through or by means of the Caren RPM Services will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## LICENSES GRANTED BY CAREN RPM TO CAREN RPM CONTENT AND SUBSCRIBER CONTENT

Subject to your compliance with the terms and conditions of these Terms, Caren RPM grants you a limited, non-exclusive, non-transferable license to view, download, and print any Caren RPM Content solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, download, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Caren RPM Services or Caren RPM Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by

Caren RPM or its licensors, except for the licenses and rights expressly granted in these Terms. Any misuse of the Site, Caren RPM Services or Caren RPM Content available via the same may be pursued by Caren RPM to the fullest extent permitted by law.

In addition, if you are invited as a Caregiver to receive access to one or more Profile(s) by another Subscriber(s) subject to your compliance with the terms and conditions of these Terms, Caren RPM grants you a limited, non-exclusive, non-transferable license to access and use the Profile Content to which you are granted access by another Subscriber. You have no right to sublicense the license rights granted in this section. Unless otherwise agreed between you and the Subscriber granting you access to such Profile Content, all Profile Content is deemed to be confidential and you may not publicly disclose, display, distribute, transmit, stream, broadcast or otherwise use or exploit any Profile Content for any purpose other than the lawful provision and assistance of the management of the personal health care of the individual to whom the Profile Content relates.

## OTHER SERVICES

From time to time, we may present you with offers or promotions we believe to be helpful or relevant, which may be from us at Caren RPM or they may be from third parties. Certain of these offers may require you to share or enter additional information about you or your loved one. You are responsible for managing the information you choose to share. Caren RPM is providing the platform through which these services can be coordinated and managed, and although we do our best to select the highest quality third party partners and providers, we are not responsible for the choices you make to share your private information, or the accuracy or quality of such third party services. In that instance the Caren RPM Services are only a venue for you to access those third party services and Caren RPM is not a party to, nor are we otherwise involved in any transactions entered into via or facilitated by the Caren RPM Services. Furthermore, Caren RPM is not liable or responsible for any dispute that arises between you and any third party.

In addition, Caren RPM will do its best to enable you to use the Caren RPM Service as a singular console through which these third party services may be managed, including facilitating the delivery and receipt of communications between you and your healthcare providers, from pharmacies to physician's offices. We cannot guarantee that we can or will be able to maintain our relationship with any particular third party. We also are not responsible for any of the service levels, availability, or quality of any such connections with third parties, and disclaim any responsibility for errors or miscommunication with the same. To the extent providing other services requires actions on your behalf, you consent to appointing Caren RPM as your agent as reasonably needed to facilitate those services.

## FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Caren RPM Services (“Feedback”). You may submit Feedback by emailing us at [support@mycaren.com](mailto:support@mycaren.com), or via the Help and Feedback link on the Site. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose without any compensation to you of any kind.

## GENERAL PROHIBITIONS

You agree not to do any of the following:

- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Collect or store any personally identifiable information, including any Profile Content and/or Personal Information (as defined in the Privacy Policy) from the Caren RPM Services from other Subscribers of the Caren RPM Services without their express permission;
- Post, upload, publish, submit, or transmit any Profile Content that: (i) infringes, misappropriates, or violates a third party’s privacy or any rights of publicity, or any patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- Use, display, mirror, or frame the Site, or any individual element within the Caren RPM Services or Caren RPM Content, or Caren RPM’s name, any Caren RPM trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without Caren RPM’s express written consent;
- Access, tamper with, or use restricted areas of the Site, Caren RPM’s computer systems, or the technical delivery systems of Caren RPM’s providers;
- Attempt to probe, scan, or test the vulnerability of any Caren RPM system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Caren RPM or any of Caren RPM’s providers or any other third party (including another user) to protect the Site, Caren RPM Services, Caren RPM Content or Profile Content;
- Attempt to access or search the Site, Caren RPM Services, or Caren RPM

Content or download Caren RPM Content or Profile Content from the Caren RPM Services through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Caren RPM or other generally available third-party web browsers;

- Use the Caren RPM Services or Site to send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Caren RPM trademark, logo URL, or product name without Caren RPM's express written consent;
- Use the Site, Caren RPM Services, Caren RPM Content or Profile Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or Caren RPM Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Caren RPM Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Caren RPM Services; or
- Encourage or enable any other individual to do any of the foregoing.

Caren RPM will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Caren RPM may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

You acknowledge that Caren RPM has no obligation to monitor your access to or use of the Site or Caren RPM Services or to review or edit any Profile Content, but has the right to do so for the purpose of operating the Site and Caren RPM Services, to ensure your compliance with these Terms, and to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Caren RPM reserves the right, at any time and without prior notice, to remove or disable access to any Profile Content that Caren RPM, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Site or Caren RPM Services.

## LINKS

The Site may contain links to third-party websites or resources. You acknowledge and agree that Caren RPM is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Caren RPM of such websites or resources or the content, products, or

services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products, or services on or available from such websites or resources.

## NOTIFICATION OF COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others and expects its users to do the same. It is Caren RPM's policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website, Caren RPM will respond expeditiously to claims of copyright infringement committed using the Caren RPM website (the "Site") that are reported to Caren RPM's Designated Copyright Agent, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to Caren RPM's Designated Copyright Agent. Upon receipt of the Notice as described below, Caren RPM will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site.

Identify the copyrighted work that you claim has been infringed, or – if multiple copyrighted works are covered by this Notice – you may provide a representative list of the copyrighted works that you claim have been infringed.

Identify the material that you claim is infringing (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 us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.

Provide your mailing address, telephone number, and, if available, email address.

Include both of the following statements in the body of 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."

Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Caren RPM's Designated Copyright Agent at [info@mycaren.com](mailto:info@mycaren.com).

## TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these Terms, Caren RPM will have the right to suspend or disable your Account or terminate these Terms and disable access to your Profiles, including those Profiles to which you have been permitted access by other Subscribers, at its sole discretion and without prior notice to you. Caren RPM reserves the right to revoke your access to and use of the Site and Caren RPM Services at any time, with or without cause. You may cancel your Account at any time by sending an email to [support@mycaren.com](mailto:support@mycaren.com).

## WARRANTIES

You warrant and represent to Caren RPM that your use of the Caren RPM Services, whether as a Profile-creator or as a Caregiver, is solely for lawful purposes to facilitate the care of the individual that is the subject of the Profile. Neither the Caren RPM Services, nor the Site, nor any Caren RPM Content, nor any Profile Content may be used in any instance for any unlawful purpose.

## DISCLAIMERS

THE SITE, CAREN RPM SERVICES, AND CAREN RPM CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CAREN RPM EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CAREN RPM MAKES NO WARRANTY THAT THE SITE, CAREN RPM SERVICES OR CAREN RPM CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CAREN RPM MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR CAREN RPM CONTENT AVAILABLE FROM OR OBTAINED THROUGH THE CAREN RPM SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CAREN RPM CONTENT OR PROFILE CONTENT OBTAINED THROUGH THE CAREN RPM SERVICES. PROFILE CONTENT IS SUBMITTED SOLELY BY SUBSCRIBERS AND CAREN RPM HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS OR ACCURACY OF THE SAME.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CAREN RPM OR THROUGH THE SITE OR CAREN RPM SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CAREN RPM, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY

CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE SITE, CAREN RPM SERVICES, ANY CAREN RPM CONTENT OR ANY PROFILE CONTENT (WHETHER OR NOT IT IS A PROFILE YOU CREATED OR OTHERWISE), (II) ANY USE OF OUR SITE OR CAREN RPM SERVICES FOR ANY UNLAWFUL OR INAPPROPRIATE CONDUCT, OR (III) ANY ACT OR OMISSION BY YOU THAT CONSTITUTES AN ACTUAL OR ALLEGED VIOLATION OF THESE TERMS.

#### LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND CAREN RPM SERVICE REMAINS WITH YOU. NEITHER CAREN RPM NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR CAREN RPM SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CAREN RPM SERVICES OR THE INABILITY TO USE OR ACCESS A PROFILE OR ANY SPECIFIC PROFILE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CAREN RPM HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL CAREN RPM'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CAREN RPM SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO CAREN RPM FOR USE OF THE SAME, IF YOU HAVE MADE ANY PAYMENTS TO CAREN RPM FOR USE OF THE SAME OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CAREN RPM AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### CONTROLLING LAW AND JURISDICTION

These Terms and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights, as contemplated below in "Dispute Resolution" will be the state and federal courts located in the Southern District of Texas and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

## ENTIRE AGREEMENT

These Terms constitute the entire and exclusive understanding and agreement between Caren RPM and you regarding the Site and Caren RPM Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Caren RPM and you regarding the Site and Caren RPM Services. In the event that you have elected to access restricted portions of the Site or use additional Caren RPM Services, which are subject to additional terms and conditions, any additional terms and conditions applicable to that portion of the Site or additional Caren RPM Service are expressly included within these Terms as well.

## ASSIGNMENT

You may not assign or transfer these Terms, by operation of law or otherwise, without Caren RPM's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Caren RPM may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

## NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Caren RPM: (i) via email (in each case to the address that you provide); or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

## DISPUTE RESOLUTION

You and Caren RPM agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Caren RPM Services (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other

intellectual property rights. You acknowledge and agree that you and Caren RPM are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Caren RPM otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

**Arbitration Rules and Governing Law.** The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available from their web site or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

**Arbitration Process.** A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration and a separate form for Texas residents.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Texas and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

**Arbitration Location and Procedure.** Unless you and Caren RPM otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Caren RPM submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrator's Decision.** The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Caren RPM will not seek, and

hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

**Fees.** Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Caren RPM will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

**Changes.** Notwithstanding the provisions of the "Modification" section above, if Caren RPM changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [support@mycaren.com](mailto:support@mycaren.com)) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Caren RPM's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Caren RPM in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## GENERAL

The failure of Caren RPM to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Caren RPM. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## CONTACTING CAREN RPM

If you have any questions about these Terms, please contact Caren RPM at [info@mycaren.com](mailto:info@mycaren.com)

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