

# CARELUMI Platform Terms of Use

Effective Date: December 8, 2025

These CareLumi Platform Terms of Use ("**Terms**" or "**Terms of Use**") are entered into by and between you ("**you**" or "**your**"), on the one part, and CareLumi ("**CARELUMI**," "**we**," "**our**" or "**us**"), on the other part. These Terms govern your use of the CARELUMI Platform and wherever these Terms are posted (the "**Platform**" and collectively the "**Services**").

**READ THESE TERMS CAREFULLY AS THEY MAY IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH THE SERVICES, INCLUDING TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER UNDER SECTIONS 13 AND 14 BELOW.**

## 1. Acceptance

BY ACCESSING OR USING THE SERVICES, OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHEN THE OPTION IS MADE AVAILABLE TO YOU, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US AND HAVE THE AUTHORITY TO DO SO EITHER ON YOUR OWN BEHALF OR ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY, THESE TERMS OF USE IN FULL. IF YOU DO NOT AGREE TO THE TERMS, OR IF YOU OTHERWISE DO NOT MEET THE FOREGOING REQUIREMENTS IN ANY WAY, YOU MAY NOT USE THE SERVICES.

## 2. Platform; Users; and Additional Terms

If you have registered to use the Platform, you will be designated as an "**Administrator User**". "**User Organizations**" are applicable organizations that Administrator Users belong to, including but not limited to care centers. "**Users**" are collectively any user of the Services, including Administrator Users.

Use of our Services as a certain user may be subject to additional terms in addition to these Terms of Use ("**Additional Terms**"). All such Additional Terms provided or made available to you shall be incorporated into these Terms of Use. In the event of a conflict between these Terms of Use and any Additional Terms, unless otherwise expressly stated in the Additional Terms, these Terms of Use shall control.

## 3. Changes to the Terms

We reserve the right, in our sole discretion, to amend these Terms, at any time and without prior notice. All changes are effective immediately when we post them unless we expressly specify otherwise, and unless otherwise required by applicable law. In any event, no changes will apply retroactively as to any claims existing prior to the "last updated" date. By continuing to use the Services after we have posted an updated version of the Terms, you are affirming that you agree to be bound by the amended Terms.

#### 4. Access to Services

Subject to your compliance with the Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-assignable and non-sublicensable right to access and use the Services for your own personal or internal business use only, and not for resale or third-party distribution.

To access parts of the Services like the Platform, you may be required to provide certain registration details or other information to create an account ("**Account**"). It is a condition of your use of the applicable Services that all the Account information you provide to us is correct, current, and complete. Any personal data processed by us with respect to your Account will be done so in accordance with our Privacy Policy ([carelumi.com/privacy](https://carelumi.com/privacy)) and the security measures outlined in our Trust Center ([carelumi.com/trust](https://carelumi.com/trust)).

#### 5. Access and Use Restrictions

As an express condition of your use of the Services, you represent and warrant to us that you shall not use the Services for any unlawful purpose or purpose prohibited by these Terms. WITHOUT LIMITING THE FOREGOING, you agree not to:

- a. Distribute, publicly perform, or publicly display any part of the Services;
- b. Upload any User Data that you do not have the requisite permissions or consent for;
- c. Violate any law, regulation, or governmental policy in any applicable jurisdiction;
- d. Share, lease, rent, or provide access to the Services to any third party;
- e. Infringe upon intellectual property rights or rights of any person or entity;
- f. Violate the security of any computer network, or crack any password or security encryption;
- g. Impersonate another individual or entity;
- h. Decompile, reverse engineer, or attempt to obtain source code of the Services;
- i. Attempt to gain unauthorized access to any parts of the Services;
- j. Introduce any viruses, malware, or other harmful material.

#### 6. User Data; Aggregated Data

Data that is uploaded or otherwise provided to the Services, including Account information ("**User Data**") is owned by the respective User that uploaded the data. You are solely responsible for all User Data that you make available through the Platform.

We may collect information related to your use of the Services in a deidentified, aggregate, or anonymized manner ("**Aggregate Data**"), for the exclusive purpose of improving the security, compatibility, functionality or interoperability of the Services. Aggregate Data is not User Data, and will not be reidentified with any User or User Organization.

#### 7. Third-Party Resources

The Services may contain links to other third-party sites and resources that are not controlled by CARELUMI ("**Third-Party Resources**"). We have no control over the

contents of Third-Party Resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **8. Intellectual Property**

The Services are protected by copyright, trademark, patent and other laws of the applicable jurisdiction. You acknowledge and agree that the Services, and all intellectual property rights therein, are the exclusive property of CARELUMI and its licensors. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CARELUMI, except for the revocable licenses and rights expressly granted in the Terms.

## **9. Downtime**

We use commercially reasonable efforts to provide access to the Services in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing access to the Services may occur ("**Downtime**"). Part or all of the Services may be unavailable during any such period of Downtime.

## **10. Disclaimers**

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, CARELUMI DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

## **11. Limitation of Liability**

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL CARELUMI BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES, OR ANY DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, OR PROFITS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL OUR LIABILITY EXCEED IN THE AGGREGATE THE AMOUNT OF TWENTY-FIVE U.S. DOLLARS (USD \$25.00).

## **12. Indemnification**

To the maximum extent not prohibited by applicable law, you agree to defend, indemnify and hold harmless CARELUMI and its officers, directors, employees, and agents from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses arising out of your use of the Services, your violation of rights of third parties, your violation of these Terms, or any User Data you provide.

## **13. Dispute Resolution**

The Terms shall be governed by and interpreted in accordance with the laws of Delaware without regard to conflict of law principles. All disputes, claims and actions in connection with the Terms ("**Disputes**") shall be settled by binding arbitration

administered by the American Arbitration Association under its Commercial Arbitration Rules.

**You have the right to opt-out of these arbitration provisions by sending written notice to [hello@carelumi.com](mailto:hello@carelumi.com) within thirty (30) days of your earliest use of the Service.**

#### **14. Class Action Waiver**

EXCEPT WHERE PROHIBITED UNDER APPLICABLE LAWS, ALL CLAIMS AND DISPUTES MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.

#### **15. Notice**

Any notices to us shall be submitted via email at [hello@carelumi.com](mailto:hello@carelumi.com). Notices to you shall be sent to the email address you last provided to us.

#### **16. Miscellaneous**

These Terms constitute the entire and exclusive understanding and agreement between you and CARELUMI regarding your access to and use of the Services. If any provision of the Terms is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

If you have any questions or concerns, please contact CARELUMI at [hello@carelumi.com](mailto:hello@carelumi.com)

For security-related inquiries, please contact [security@carelumi.com](mailto:security@carelumi.com)

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