

Formative, Inc.
“Formative Beta App”
Terms of Use

The Formative Beta App Does Not Provide Medical Advice

The contents of the Formative Beta App, such as text, graphics, images, information obtained from Formative licensors, and other material contained on the Formative Beta App ("Content") are for informational purposes only. If the user chooses to work with a Care Mentor, all advice and references given are also informational. The Content and/or the Care Mentor advice are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Formative Beta App!

If you think you may have a medical emergency, call your doctor or 911 immediately. Formative does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the App. Reliance on any information provided by Formative, Formative employees, others appearing on the App at the invitation of Formative, or other visitors to the App is solely at your own risk.

Children's Privacy

We are committed to protecting the privacy of children. You should be aware that this App is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

Liability of Formative Beta App and Its Licensors

The use of the Formative Beta App and the Content is at your own risk.

When using the Formative App, information will be transmitted over a medium that may be beyond the control and jurisdiction of Formative and its suppliers. Accordingly, Formative assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Formative Beta App.

The Formative Beta App and the content are provided on an "as is" basis. FORMATIVE, INC., ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the

foregoing, Formative, its licensors, and its suppliers make no representations or warranties about the following:

1. The accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Formative Beta App or Formative. .
2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the Formative Beta App.

In no event shall Formative, its licensors, its suppliers, or any third parties mentioned on the Formative Beta App be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Formative Beta App or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Formative, its licensors, its suppliers, or any third parties mentioned on the Formative Beta App are advised of the possibility of such damages. Formative, its licensors, its suppliers, or any third parties mentioned on the Formative Beta App shall be liable only to the extent of actual damages incurred by you, not to exceed U.S. \$1000. Formative, its licensors, its suppliers, or any third parties mentioned on the Formative Beta App are not liable for any personal injury, including death, caused by your use or misuse of the App, Content, or Care Team Areas (as defined below). Any claims arising in connection with your use of the App, any Content, or the Care Team Areas must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

User Submissions

The personal information you submit to Formative is governed by the Formative Privacy Policy. To the extent there is an inconsistency between this Agreement and the Formative Privacy Policy, this Agreement shall govern.

The App contains functionality (including, user posts such as updates or questions, user profile information, patient profile information, etc.) that allows users to upload content to the App (collectively "Care Team Areas"). Care Team Areas are visible only to members on the user's care team and Formative's administrative team. You agree that you will not upload or transmit any communications or content of any type to the Care Team Areas that infringe or violate any rights of any party. By submitting communications or content to the Care Team Areas, you agree that such submission is non-confidential for all purposes.

If you make any such submission you agree that you will not send or transmit to Formative by email, (including through the email addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Formative by email, you agree such submission is non-confidential for all purposes.

If you make any submission to a Care Team Area or if you submit any business information, idea, concept or invention to Formative by email, you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted-Formative a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Formative may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Care Team Areas or to Formative by email. We try to answer every email in a timely manner, but are not always able to do so.

User Submissions — Image, Video, Audio Files

You agree to only post or upload Media (like photos, videos or audio) that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (like name, phone number, email address or web site URL) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on the Formative Beta App, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Condition and the Formative Privacy Policy.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this App.

By uploading any media like a photo or video, (a) you grant to Formative a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes Formative to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify Formative and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.

Formative reserves the right to review all media prior to submission to the App and to remove any media for any reason, at any time, without prior notice, at our sole discretion

Passwords

Formative has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Formative passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of sign-in name, screen name and passwords; (2) authorize, monitor, and control access to and use of your Formative account and password; (3) promptly inform Formative if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password. To send us an email, use the "Contact Us" links located at the top of every page of our App. You grant Formative and all other persons or entities involved in the operation of the App the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the App. Formative cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using Formative tools and services.

Formation of Care Teams

When you use Formative's Beta App, you may be creating and maintaining, on behalf of yourself or another person, an individual Care Team, centered around the person with dementia. In order to create a Care Team on behalf of someone else, you need to have their permission. If they are not able to provide permission due to their age (e.g., minor child) or circumstances (e.g., illness), you must be authorized to act on behalf of the person for whom the App is created or have the permission of a person authorized to act on that person's behalf. Access to a Care Team is controlled by the Care Team invitations sent to new users via an

invitation code by the creator of a Care Team; more details may be found in our Privacy Policy.

Formative Beta App Care Team Areas (“Updates” tab and “Profile” tab)

In the Formative Beta App, the only members who have access to your posts to the Updates feed are the members of your Care Team. At any time, you can find the names of these members on the ‘Care Team’ tab. If you use a Care Team Area (namely the “Updates” tab or “Profile” tab) you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Care Team Areas. Formative and its licensors are not responsible for the consequences of any communications in the Care Team Areas. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In consideration of being allowed to use the Care Team Areas, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

1. Using a Care Team Area for any purpose in violation of local, state, national, or international laws;
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Formative in its sole discretion;
4. Posting advertisements or solicitations of business;
5. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
6. Posting chain letters or pyramid schemes;
7. Impersonating another person;
8. Distributing viruses or other harmful computer code;
9. Harvesting, scraping or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments;
10. Allowing any other person or entity to use your identification for posting or viewing comments
11. Posting the same note more than once or "spamming"; or
12. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Care Team Area or the App, or which, in the judgment of Formative,

exposes Formative or any of its customers or suppliers to any liability or detriment of any type.

Formative Reserves the Right (but is Not Obligated) to Do Any or All of the Following:

1. Record the dialogue in care team Update tabs..
2. Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
3. Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
4. Terminate a user's access to any or all Care Team Areas and/or the Formative Beta App upon any breach of these Terms and Conditions.
5. Monitor, edit, or disclose any communication in the Care Team Areas.
6. Edit or delete any communication(s) posted on the Formative Beta App, regardless of whether such communication(s) violate these standards.

Formative or its licensors have no liability or responsibility to users of the Formative Beta App or any other person or entity for performance or nonperformance of the aforementioned activities.

Patient “Profile” is not the complete medical record.

I understand that the Formative Beta App contains select, limited medical information, does not reflect the complete contents of a patient’s medical record and may contain information that is not within a provider’s electronic or paper medical records.

Care Mentors

Through Formative’s Beta App, it is possible to enroll for a “Care Mentor.” A Care Mentor is a caregiver or care professional who has extensive experience with dementia and can provide your family care team with support and advice. YOU EXPRESSLY ACKNOWLEDGE THAT ENROLLMENT IN THE CARE MENTOR PROGRAM IS AT YOUR SOLE RISK. NEITHER CARE MENTORS, NOR THEIR AFFILIATED COMPANIES, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY THE “CARE MENTOR PARTIES.”)

IN ADDITION TO THE TERMS SET FORTH ABOVE, THE CARE MENTOR PARTIES SHALL NOT BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED

WITHIN THE APP, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES AND THE AGGREGATE, TOTAL LIABILITY OF THE PARTNERS IN CARE PARTIES TO YOU OR ANY END USER FOR ALL DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE APP SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00).

Use of the Care Mentor Service within Formative Beta App

Formative currently provides users with general use of and access to the Formative Beta App free of charge. Generally, at any time in its sole discretion, Formative may charge fees for access to all or any part of the Formative Beta App. In no event will you be charged for access to the App unless Formative obtains your prior agreement to pay for such access. All new fees, if any, will be posted in appropriate locations within the App. Formative reserves the right to change its fees, if any, from time-to-time in its discretion.

Indemnity

You agree to defend, indemnify, and hold Formative, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

General

Formative is based in Palo Alto, California, in the United States of America. Access to the Content may not be legal by certain persons or in certain countries. If you access the Formative Beta App from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, User Submissions – image, video, audio files, Indemnity, Jurisdiction, and Complete Agreement.

Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with Formative, or in any way relating to your use of the Formative Beta App, resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any such dispute including any claim involving Formative or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Notice and Takedown Procedures; and Copyright Agent

If you believe any materials accessible on or from the App infringe your copyright, you may request removal of those materials (or access thereto) from this app by contacting Formative's copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

Formative's agent for copyright issues relating to the Formative Beta App is as follows:

Formative, Inc.
Attn: Mersina Simanski
PO Box 672

380 Hamilton Ave
Palo Alto, California 94301
mersina@formative.care

Or call: 401-266-8188

In an effort to protect the rights of copyright owners, Formative maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the App who are repeat infringers.

Complete Agreement

Except as expressly provided in a particular "legal notice" on the Formative Beta App, these Terms and Conditions and the Formative Privacy Policy constitute the entire agreement between you and Formative with respect to the use of the Formative Beta App, and Content.

Thank you for your cooperation. We hope you find the Formative Beta App helpful and convenient to use! Questions or comments regarding this App, including any reports of non-functioning links, should be submitted using our Contact Us Form (www.formative.care/contact) or via U.S. mail to: Formative, Inc., Attn: Mersina Simanski, PO Box 672, 380 Hamilton Ave, Palo Alto, CA 94301.