

## EULA - Friend Fone

### I. Overview

#### A. Platform

Functioning as a branch of Arvo Growth Partners, LLC of Orlando, Florida, Friend Fone is a Platform that has been created to improve the day to day life of its users by providing software that can be used for tasks, medical purposes or safety purposes. Please read the following agreement carefully to ensure that all terms and conditions laid out are fully understood prior to checking the box and proceeding with the signup process. If any questions should arise, please contact our legal department prior to proceeding.

### II. Common Terms

Throughout this agreement, several terms are used to represent a specific reference point. The term ("Arvo") will be used to represent Arvo Growth Partners, LLC. The term ("User") will be used to represent you, the consumer of the software. The term ("Platform") may be used to describe or reference Friend Fone. Arvo uses the word ("Concierge") in reference to its support agents and the services provided to the user. ("EC") refers to emergency contacts. The acronym ("ATN") refers to an Automated Text Notification.

### III. Parties

#### A. Arvo/Friend Fone

Friend Fone is under direct ownership and operation of Arvo. Arvo will provide all of the assets including laborers, funding, data/data practices, and other necessities in order to allow Friend Fone to function. It's important to understand that without Arvo, Friend Fone would cease to exist, therefore the relationship held between the two parties is necessary. Arvo solely functions as a software provider (a SAS company). In no way is Arvo, its employees, contractors, or its affiliates acting or intending to act as a member of law enforcement, a medical professional, or any in any other capacity other than a concierge for the software. Arvo and Friend Fone function as a platform provider to provide a service to the user.

#### B. Second Parties

Arvo uses several brands including but not limited to Arvo Growth Partners, Friend Fone, 3Sponse, & Chekdin. Any brand that Arvo holds a stake in, equal to or above 20%, is considered a secondary party. These secondary parties have access to limited data and follow the same preventive measures in relation to data security. Employees of these companies are considered internal employees and may have administrative access equal to the amount that other Arvo employees would have. These employees follow the exact same guidelines and procedures in handling/accessing data. All secondary employees with roles directly related to concierge support have administrative access to the Platform. Administrative access is provided on an as-needed basis to trusted employees only. All credit card information is unable to be accessed by administrators and can only be accessed by authorized company executives based on specific situations.

#### C. Third Parties

In order to expand the functionality of Friend Fone, Arvo has selected several Third Parties to offer specific features on the platform. These Third Parties are heavily vetted

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and are expected to uphold strict PII security, use proper data theft prevention methods, and adhere to regular audits requested by internal, external, or third parties. Arvo has taken steps to limit the information provided to third parties to a need to know basis. No third party shall have access to any unnecessary or administrative privileges within the platform unless specifically granted by Arvo.

### D. Users

Users of the platform will be considered an individual who is billed on a monthly basis for software usage.

### E. Emergency Contacts

Users will add emergency contacts (ECs) upon signing up for the software. If deemed necessary by Arvo, Arvo holds the right to share any information about the user, directly with the emergency contacts listed on the user's account.

### F. Additional Affiliates

In an attempt to design growth for the Friend Fone, Arvo will work to create relationships with parties that have direct contact with the target users. These parties include, but are not limited to educational bodies, insurance companies, and medical providers.

## IV. Third-Party Services

As discussed in section III, subsection C, Arvo has selected a number of Third Parties to provide selected services on the Platform. These services include but are not limited to messaging features and payment gateways. A user may request a list of the current Third Parties by contacting [Legal@ArvoGP.com](mailto:Legal@ArvoGP.com) and making a formal request. The list of Third Parties is subject to change at any time without notification to any parties.

## V. Direct Compete Clause

Arvo Growth Partners has worked to provide the software in good faith. Any users attempting to access the software with the intention of cloning or competing with the software or with Arvo will be in direct violation of this clause and will be prosecuted to the fullest extent of the law.

## VI. Account/User

### A. Account Creation

All individuals are invited to create accounts for themselves, friends, and or family. Friend Fone may also create or assist in the creation process on behalf of possible users with consent from a user. Friend Fone prohibits multiple users from logging into the same account with the intention to use one account for multiple users.

### B. Account Modification

Users have the ability to modify specific aspects of their accounts. Additional modification requests outside of the provided modifications will require written consent from Arvo. Without consent, Users are prohibited from additional modifications.

### C. Approved Actions

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Users will be able to create new ATN, edit or delete ATNs, or edit personal information.

### D. Violating Actions

Users will not have the option to use the platform for malicious intent.

### E. Non-Listed Actions

Non-listed actions must be pre-approved in a letter of written consent by the appropriate parties. Non-listed actions are considered to be violating actions unless written consent is provided.

### F. Account Payment

In order to use the software, Users will be responsible for a monthly payment fee. This fee will be automatically billed to the user on a monthly basis. If a user misses a payment, their account will be locked until the monthly payment is collected.

## VII. Legalities

### A. Liability

You, the User, agrees to follow the terms throughout this agreement. In any scenario, Arvo Growth Partners, it's brands, affiliates including but not limited to secondary parties, third parties, and it's employers, clients, and employees, are not to be held liable for any damages, issues, loss of productivity, or any other issues that may be directly or indirectly caused from the Platform. You, the User, agrees to hold all listed affiliates including Arvo harmless. Arvo and its affiliates do not take responsibility for any issues caused directly or indirectly, especially but not limited to issues caused by any third party.

### B. Other Parties

You, the User, agree and understand that any issues with other parties including but not limited to third parties, shall be taken up with said third-party. In no way is Arvo responsible for any choices or decisions made by said parties above. You, the User, agree to hold harmless Arvo from any issues with any parties.

### C. Misconduct

Arvo reserves the right to file claims leading to lawsuits or arbitration against any User using the Platform for misconduct or malicious intent. Misconduct on the Platform may result in suspension or termination of your account on the Platform. Up to the discretion of Arvo, legal actions may be taken by Arvo against those using those misusing the Platform.

### D. Third-Party Issues

As stated above, you, the User, agrees that if any issues should arise with any parties or companies that have no direct ownership by Arvo, that you, the User, will contact said parties without the affiliation or involvement of Arvo. Arvo does not wish to be involved in said party issues.

### E. Hold Harmless

As stated above, you, the User, agree to hold harmless Arvo and its brands, affiliates,

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and its employees from any legal matters or potential legal matters.

### F. Arbitration

For matters that should lead to legal actions, all parties agree to settle through means of arbitration. All situations of arbitration shall be held in Orlando, Florida where Arvo is headquartered.

### G. Governance

This agreement shall be governed by the great state of Florida.

### H. Involvement/Roles

As previously stated, Arvo uses parties to provide complete service on the Platform. These services are responsible for their own actions and Arvo has no affiliation with these parties other than a professional relationship. Arvo does not make any claims to be anything other than a SAS company.

### I. Data Security

Arvo, its affiliates, employees, second parties, and third parties work to provide the best possible data security efforts. This includes constant testing of the Platform to ensure that there are no issues with the software. As a company, Arvo has set up extremely limiting access to the software from an administrative perspective.

### J. Data Sharing

Arvo shares data with selected parties in particular situations. All data shared is extremely limited and has the sole purpose of helping you, the User.

### K. Severability

Unenforceability or invalidity of one or more clauses in this agreement shall not have an effect on any other clause in this agreement. If it is possible, any unenforceable or invalid clause in this agreement shall be modified to show the original intention of the parties.

### L. Compliance

For select third-party services, there are additional compliance rules and regulations that are governed on both a state and federal level. It is up to each third party to ensure that they are meeting the rules and regulations established by each governance. Arvo has no input on the processes or practices established by third-parties.

### M. Force Majeure

In specific events, the Platform may be unavailable. These events include but are not limited to scheduled downtime, sudden downtime, potential security issues, and natural disasters. During these times, Arvo will do its best to provide frequent updates while working on providing accurate timelines for when the software should be back up and running. There are no set time frames or guarantees that the software will be back up and running in a particular time frame.

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### N. Billing Issues

It is the responsibility of the User to notify Arvo of any billing issues or the possibility of any potential billing issues.

### O. Account Conduct/Misconduct

Arvo holds the right to suspend or terminate any account for any reason. If accounts are in violation of this agreement, Arvo can and will take action. The actions taken will be at the discretion of Arvo. If a User is performing any misconduct on the account, Arvo holds the right to take action against a User.

### P. Written Consent

For specific cases of Platform users requesting specific aspects or requests from the Platform or Arvo staff, Arvo will provide Written Consent to a specific individual, granting them access to their request. Written Consent is something that must be provided by the board with at least two signatures from active board members. No individual staff member has access to provide consent on a topic or request that requires written consent.

### Q. Confidentiality

You, the User, agree and understand that the Platform contains proprietary data, processes, and information that is not to be shared with others or used for unintended purposes. All data on the Platform are the property of Arvo, including but not limited to the Platform layout, process, tools, data, ETC. Arvo requests that all information shall remain confidential at all costs.

### R. Monitoring

Arvo holds the right to monitor and record all incoming and outbound calls placed or received. By signing up you provide consent to this regardless if you are notified specifically on the call.

## VIII. Data

### A. Public Data

Arvo considers public data to be any data that does not reveal information about any specific user. Typically, public data is used for statics. Public data can be shared by Arvo as it does not reveal user specifics.

### B. Personal Data

Arvo considers personal data to be general information about any party that is displayed on an individual basis. This data is provided to specific first, second, and third parties in requested cases. This data is not shared unless the party has been approved prior to sharing. Personal Data may also be shared with selected parties when deemed appropriate by Arvo.

### C. Protected Data

Arvo considers protected data to be data that is unique to the User and is not provided to

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any other parties.

### D. Data Security

Arvo has taken a number of steps in order to keep all data safe and secure. All data is protected and data sharing is extremely limited. All internal teams have restricted access to the Platform and in some cases, prohibited.

### E. Data Sharing

Arvo only shares selected data with selected parties. By limiting the data that is shared, Arvo is able to limit the possibility of security breaches within the Platform.

### F. Collected Data

General data that will be used to gather statistics on parties as a whole will be gathered. This data is gathered in order to measure the success of the Platform as well as to gather needed research to make valuable changes to the Platform.

### G. Data Removal

Upon request, Arvo will remove user data. Arvo has the right to withhold user data in relation to paid Users. Arvo also will withhold the User's phone number specifically for resign up purposes. Data that are withheld will not be released, sold, or used for marketing purposes. In the event that Arvo suspends or terminates a User's account, the information on the account will not be removed in order to prevent that User to resign upon the Platform after removal or termination.

### H. GDPR

Arvo Growth Partners LLC is the controller of all data, including personal, professional, and group data including but not limited to user preferences, demographic data, etc. All data will be processed and transmitted in accordance with the General Data Protection Regulation (GDPR).

### I. Privacy

Arvo has taken and will continue to take all possible measures in order to protect the User's privacy. Arvo asks that in return, you, the User, respect the privacy of other Platform users, additional parties, Arvo, and its known affiliates.

## IX. Account Misconduct

### A. Account Violations

If a User is participating in certain actions on their account, on the Platform, with other users, or against other users, they will be in direct violation of this agreement. Violating this agreement will lead to account or legal ramifications.

### B. Account Suspension

Depending on the severity of the violation, Arvo withholds the right to suspend any User's account at any time for any reason. If an account is suspended, the Employer will not be able to access their account, delete their account, reset their password, or any other account-related features. During the suspension, the User is prohibited from signing up

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for a new account. If this happens, the User may be banned from the Platform. The User will not be reimbursed for loss usage of their account.

### C. Account Termination

At any point in time, Arvo has the right to terminate any account. Terminating an account will prohibit the User from creating a new account or accessing their old account. After Termination, Arvo is required to withhold account information to prevent additional signup. In the case of suspension or termination, the User is not entitled to a refund.

## X. Billing & Payments

### A. Expected Payments

Payments are collected upon signup. If no payment has been received, the User will not be allowed to proceed.

### B. Late Payments

In the event that a payment has not been collected by Arvo, the User's account will be locked until a payment is collected. No late fees will be applied to the account.

### C. Payment Responsibilities

The User is responsible for ensuring that all payments are received. If a payment is not able to be processed for any reason, the User is responsible for providing a proper payment after Arvo has provided a payment notification.

### D. Refunds

Arvo will not provide any refunds on a general basis. In certain cases, Arvo has the right to provide a refund.

## XI. Agreement Terms

A. I hereby have read and agree to all of the terms and conditions found within this agreement. I fully understand that this agreement is legally binding and still wish to proceed with creating my account. By clicking the box next to I agree You agree to this agreement in its entirety.

B. I acknowledge that I do not have any questions/comments or concerns about this agreement or relating to the Platform.

C. I understand that Arvo is the controller of my personal data and follows GDPR regulation.