

# Terms of Use

Okapi Care Network

*Last Updated: December 2024*

Welcome to the Okapi Care Network. These Terms of Use ("Terms") govern your access to and use of okapicarenetwork.com, our mobile applications, and all related services (collectively, the "Platform") operated by Okapi Health, Inc. ("Okapi," "we," "us," or "our").

**BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE PLATFORM.**

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## 1. Description of Services

The Okapi Care Network is an integrated platform that connects families seeking care with licensed Adult Family Homes (AFHs) in Washington State. Our services include:

### A. AFH Care Network

A searchable directory of licensed Adult Family Homes featuring DSHS compliance data, owner-managed profiles, photos, availability, and reviews. Care Seekers can search for facilities, view compliance information, and contact AFH Owners.

### B. Healthcare Partner Portal

A discharge planning tool for hospitals, clinics, and healthcare facilities to search for appropriate AFH placements based on patient needs, coordinate referrals, and arrange transportation.

### C. Transport Marketplace

A booking platform connecting users with non-emergency medical transportation (NEMT) providers for wheelchair, gurney, and ambulatory transport services.

### D. Okapi Academy

An online learning management system offering DSHS-compliant training courses for caregivers, including food safety, CPR, dementia care, and continuing education.

**IMPORTANT: Okapi does not employ any caregiver, operate any care facility, or provide any care services directly. We are a technology platform that facilitates connections between users. All care services are provided by independent third parties.**

## 2. Eligibility and Account Registration

### A. Eligibility

To use the Platform, you must:

- Be at least 18 years of age
- Have the legal capacity to enter into binding agreements
- Provide accurate and complete registration information
- Not be prohibited from using the Platform under applicable laws

### B. Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. We are not liable for any loss arising from unauthorized use of your account.

### C. Accuracy of Information

You represent and warrant that all information you provide is accurate, current, and complete. You agree to update your information promptly if it changes. Providing false or misleading information may result in account termination.

## 3. User Types and Responsibilities

### A. Care Seekers

If you are a Care Seeker (family member or individual seeking care), you agree to:

- Use the Platform only for legitimate care-seeking purposes
- Conduct your own due diligence before selecting any care facility
- Verify all information directly with facilities and DSHS
- Provide accurate information about care needs
- Communicate respectfully with AFH Owners and providers

### B. AFH Owners and Operators

If you are an AFH Owner or operator, you represent and warrant that:

- You hold a valid DSHS license to operate an Adult Family Home in Washington State

- You are authorized to claim and manage the listing for your facility
- All information you provide is accurate and not misleading
- You will maintain all required licenses, certifications, and insurance
- You will comply with all applicable laws, regulations, and DSHS requirements
- You will respond to inquiries in a timely and professional manner
- You will not discriminate against any Care Seeker based on protected characteristics

### **C. Healthcare Partners**

If you represent a hospital, clinic, or healthcare facility, you agree to:

- Use the Platform only for legitimate discharge planning and care coordination
- Protect patient privacy in accordance with HIPAA and applicable laws
- Verify facility capabilities before making referrals
- Obtain necessary consents before sharing patient information

### **D. Transport Users**

If you book transportation through the Platform, you agree to:

- Provide accurate information about passenger mobility needs
- Be present and ready at the scheduled pickup time
- Cancel bookings in accordance with provider policies
- Pay all applicable fees

## **4. AFH Listing Claims and Verification**

### **A. Listing Creation**

AFH listings are initially created using publicly available DSHS data. These "unclaimed" listings display basic DSHS information. AFH Owners may claim their listings to add additional information, photos, and manage their profiles.

### **B. Claim Verification**

To claim a listing, you must verify your identity and ownership through our verification process, which may include DSHS license number verification, phone number verification against DSHS records, identity document verification, and name matching. By initiating a claim, you authorize us to perform these verification checks.

### **C. Claim Disputes**

If you believe someone has fraudulently claimed your listing, contact us immediately. We will investigate disputes and may require documentation to resolve them. We reserve the right to suspend or transfer listing ownership based on our investigation.

### **D. Listing Accuracy**

AFH Owners are solely responsible for the accuracy of information they add to their listings. You may not modify DSHS-sourced compliance data. Listings containing false or misleading information may be suspended or removed.

## **5. DSHS Data and Compliance Information**

### **A. Source of Data**

The Platform displays publicly available information from the Washington State Department of Social and Health Services (DSHS) regarding licensed Adult Family Homes. This information is provided as a public service to help families make informed decisions.

### **B. Data Accuracy**

While we strive to keep DSHS data current, we cannot guarantee real-time accuracy. DSHS data is updated periodically, and there may be delays between DSHS updates and Platform updates. Users should verify current licensing and compliance status directly with DSHS before making care decisions.

### **C. Interpretation of Data**

Compliance data, inspection reports, and violation histories are displayed as reported by DSHS. Okapi does not interpret, analyze, or provide opinions on this data. The presence or absence of violations does not constitute a recommendation or endorsement.

## **6. Subscriptions and Payments**

### **A. Subscription Tiers**

We offer various subscription tiers for AFH Owners, including free and paid options. Features, pricing, and terms for each tier are described on our pricing page and may change from time to time.

### **B. Billing**

Paid subscriptions are billed in advance on a monthly or annual basis. By subscribing, you authorize us to charge your payment method for all fees. Prices are subject to change with 30 days' notice.

### **C. Cancellation**

You may cancel your subscription at any time through your account settings. Cancellations take effect at the end of the current billing period. We do not provide refunds for partial periods.

### **D. Free Trial**

We may offer free trials for paid subscriptions. At the end of the trial, you will be automatically charged unless you cancel. Trial terms will be disclosed at signup.

## **7. Transport Booking Services**

### **A. Third-Party Providers**

Transportation services booked through the Platform are provided by independent third-party NEMT providers, not by Okapi. We do not employ drivers, own vehicles, or provide transportation services directly.

## **B. Booking Terms**

When you book transportation, you enter into a separate agreement with the transport provider. Pricing, cancellation policies, and service terms are set by each provider. We facilitate booking but are not a party to the transportation contract.

## **C. Provider Verification**

We verify that transport providers listed on our Platform hold appropriate licenses and insurance. However, we cannot guarantee provider quality, reliability, or performance. Users should review provider ratings and conduct their own due diligence.

## **D. No Liability for Transport**

Okapi is not responsible for any injuries, damages, delays, or issues arising from transportation services. All claims related to transportation should be directed to the transport provider.

# **8. Okapi Academy Training Services**

## **A. Course Content**

Okapi Academy provides online training courses designed to meet DSHS requirements for caregiver education. Course content is for educational purposes only and does not constitute professional advice.

## **B. Certifications**

Certificates issued upon course completion reflect that you have completed the course requirements. It is your responsibility to verify that courses meet your specific licensing or employment requirements.

## **C. Course Purchases**

Course purchases are final. We do not provide refunds for completed courses. If you experience technical issues preventing course completion, contact support.

# **9. User Content and Conduct**

## **A. Your Content**

You retain ownership of content you submit to the Platform (photos, descriptions, reviews, etc.). By submitting content, you grant us a non-exclusive, worldwide, royalty-free license to use, display, reproduce, and distribute your content in connection with the Platform.

## **B. Prohibited Content**

You may not submit content that:

- Is false, misleading, or deceptive
- Infringes any third party's intellectual property rights
- Violates any person's privacy rights
- Is defamatory, harassing, or threatening
- Contains malware, viruses, or harmful code
- Promotes illegal activities

- Violates any applicable laws or regulations

### **C. Prohibited Conduct**

You may not:

- Use the Platform for any unlawful purpose
- Impersonate any person or entity
- Interfere with or disrupt the Platform
- Attempt to gain unauthorized access to any systems
- Scrape, harvest, or collect data from the Platform
- Use automated systems to access the Platform
- Circumvent any security measures

## **10. Disclaimers and Limitations**

### **A. Platform "As Is"**

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **B. No Care Guarantees**

OKAPI DOES NOT GUARANTEE THE QUALITY, SAFETY, OR SUITABILITY OF ANY CARE FACILITY, CAREGIVER, OR SERVICE PROVIDER. WE DO NOT EMPLOY CAREGIVERS, OPERATE FACILITIES, OR PROVIDE CARE SERVICES. ALL INFORMATION ON THE PLATFORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

### **C. User Due Diligence**

YOU ARE SOLELY RESPONSIBLE FOR EVALUATING AND SELECTING CARE FACILITIES AND PROVIDERS. YOU SHOULD VISIT FACILITIES, VERIFY CREDENTIALS, CHECK REFERENCES, AND CONDUCT BACKGROUND CHECKS AS APPROPRIATE. RELIANCE ON ANY INFORMATION ON THE PLATFORM IS AT YOUR OWN RISK.

### **D. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OKAPI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM YOUR USE OF THE PLATFORM, ANY CARE SERVICES ARRANGED THROUGH THE PLATFORM, OR ANY CONDUCT OF OTHER USERS. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM.

### **E. Third-Party Links**

The Platform may contain links to third-party websites. We are not responsible for the content, accuracy, or practices of third-party sites.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless Okapi, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising from: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any third party's rights; (d) any content you submit; or (e) any care services you provide or receive.

## **12. Intellectual Property**

### **A. Okapi's Intellectual Property**

The Platform, including its design, features, content, and technology, is owned by Okapi and protected by copyright, trademark, and other intellectual property laws. "Okapi," "Okapi Care Network," "Okapi Academy," and our logos are trademarks of Okapi Health, Inc.

### **B. Limited License**

We grant you a limited, non-exclusive, non-transferable license to access and use the Platform for its intended purposes. This license does not include the right to modify, copy, distribute, or create derivative works of the Platform.

## **13. Termination**

### **A. By You**

You may terminate your account at any time by contacting us or using the account settings. Termination does not relieve you of obligations incurred prior to termination.

### **B. By Us**

We may suspend or terminate your account at any time, with or without cause, with or without notice. Reasons for termination may include violation of these Terms, fraudulent activity, complaints from other users, or inactivity.

### **C. Effect of Termination**

Upon termination, your right to use the Platform ceases immediately. We may delete your account information and content. Provisions that by their nature should survive termination will survive, including disclaimers, limitations of liability, and indemnification.

## **14. Dispute Resolution**

### **A. Governing Law**

These Terms are governed by the laws of the State of Washington, without regard to conflict of law principles.

### **B. Informal Resolution**

Before filing any claim, you agree to contact us and attempt to resolve the dispute informally for at least 30 days.

### **C. Arbitration**

Any dispute not resolved informally shall be resolved by binding arbitration in King County, Washington, in accordance with the rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction.

### **D. Class Action Waiver**

**YOU AGREE THAT ANY DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.**

## **15. General Provisions**

### **A. Entire Agreement**

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Okapi regarding the Platform.

### **B. Amendments**

We may modify these Terms at any time. Material changes will be posted on the Platform with a new effective date. Your continued use after changes are posted constitutes acceptance.

### **C. Severability**

If any provision of these Terms is found invalid or unenforceable, the remaining provisions will continue in effect.

### **D. Waiver**

Our failure to enforce any provision of these Terms is not a waiver of our right to enforce it in the future.

### **E. Assignment**

You may not assign these Terms without our consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

## **16. Contact Information**

For questions about these Terms, contact us at:

**Okapi Health, Inc.**

Attn: Legal Department

Email: [legal@okapicarenetwork.com](mailto:legal@okapicarenetwork.com)

Washington State

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