

Terms and Conditions for AIDERS Monitoring Service

Effective Date: October 13, 2024

[SAMPLE AND PLACEHOLDER]

1. Acceptance of Terms

Welcome to AIDERS Monitoring Service ("AIDERS," "we," "us," or "our"). By signing up for or using the AIDERS Monitoring Service ("Service"), you ("User," "you," or "your") agree to comply with and be legally bound by the following Terms and Conditions ("Terms"). These Terms govern your access to and use of the Service. If you do not agree to these Terms, you may not use the Service.

2. Definitions

- **Service:** The AIDERS Monitoring Service, which utilizes advanced AI technology to detect medical emergencies.
- **User:** Any individual who registers for or uses the Service.
- **Personal Information:** Information that can be used to identify an individual, including but not limited to name, email, phone number, and video feeds.
- **Protected Health Information (PHI):** Individually identifiable health information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- **Privacy Policy:** A separate document outlining how AIDERS collects, uses, discloses, and protects your Personal Information.

3. Service Overview

AIDERS provides a real-time monitoring service designed to detect medical emergencies such as choking, falls, seizures, and other critical health events. The Service leverages AI algorithms to analyze video feeds from the User's device camera to identify potential emergencies and notify designated emergency contacts or services accordingly.

4. Eligibility

The Service is available only to individuals who:

- Are at least 18 years old, or
- Are minors with the consent of a parent or legal guardian,
- Are legally capable of providing informed consent under applicable law.

By using the Service, you represent and warrant that you meet these eligibility requirements.

5. User Responsibilities

5.1 Accurate Information

You agree to provide accurate, current, and complete information during the registration process and to update such information promptly to maintain its accuracy. This includes, but is not limited to, your email address, phone number, and emergency contact details.

5.2 Equipment and Connection

You are responsible for ensuring that your device meets the technical requirements for the Service, including having a functional camera, sufficient processing power, and a stable internet connection. You must also ensure that your device's camera is positioned appropriately for effective monitoring.

5.3 Emergency Contacts

You must provide valid and up-to-date emergency contact information. It is your responsibility to notify your emergency contacts of your use of the Service. AIDERS shall not be liable for any consequences arising from incorrect, outdated, or unresponsive emergency contacts.

5.4 Compliance with Laws

You agree to use the Service in compliance with all applicable local, state, national, and international laws and regulations. You are solely responsible for any activities that occur under your account.

6. Consent to Monitoring

By using the Service, you expressly authorize AIDERS to access and utilize your device's camera for continuous real-time monitoring. This consent includes:

- Continuous access to video feeds during the monitoring period.
- Processing of video data by AI algorithms to detect medical emergencies.
- Transmission of detected emergency alerts to your designated contacts or emergency services.

You acknowledge that continuous camera access is necessary for the effective functioning of the Service and agree not to interfere with or disable the Service's monitoring capabilities.

7. Privacy and Data Use

7.1 HIPAA Compliance

AIDERS is committed to protecting your Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). We adhere to all applicable HIPAA regulations to ensure the confidentiality, integrity, and availability of your PHI.

7.2 Personal Information Collection

AIDERS collects and processes Personal Information, including video feeds, email addresses, phone numbers, and emergency contact details, solely for the purpose of providing and improving the Service. Our data collection practices are outlined in our Privacy Policy.

7.3 Use of Personal Information

Personal Information collected by AIDERS is used to:

- Provide real-time monitoring and emergency detection services.
- Notify emergency contacts or services in the event of a detected emergency.
- Improve and enhance the functionality and performance of the Service.
- Communicate with you regarding Service updates, support, and other relevant information.

7.4 Sharing of Personal Information

AIDERS will not share, sell, rent, or disclose your Personal Information to third parties without your explicit consent, except in the following circumstances:

- **Legal Requirements:** When required by law, regulation, or legal process.
- **Protection of Rights:** To protect the rights, property, or safety of AIDERS, our users, or others.
- **Service Providers:** With trusted third-party service providers who assist in operating the Service, provided they agree to maintain the confidentiality of your Personal Information.

7.5 Video Monitoring and Data Security

- **Video Monitoring:** The video data collected during monitoring is processed in real-time and is not stored permanently. Video feeds are only stored temporarily if needed for specific incident analysis or as required by law.
- **Data Security:** AIDERS employs industry-standard security measures to protect your Personal Information from unauthorized access, disclosure, alteration, or destruction. These measures include encryption, secure data storage, and regular security assessments.
- **Breach Notification:** In the unlikely event of a data breach, AIDERS will promptly notify affected Users in accordance with applicable laws and regulations.

7.6 Data Retention

Personal Information, including video feeds, will be retained only for as long as necessary to fulfill the purposes for which it was collected or as required by law. Upon termination of the Service, your Personal Information will be securely deleted or anonymized, except where retention is necessary for legal compliance.

7.7 User Rights

Under HIPAA and applicable data protection laws, you have certain rights regarding your Personal Information, including:

- **Access:** The right to access and obtain a copy of your Personal Information.
- **Correction:** The right to request corrections to inaccurate or incomplete Personal Information.
- **Deletion:** The right to request the deletion of your Personal Information, subject to certain exceptions.
- **Restriction:** The right to restrict certain types of processing of your Personal Information.
- **Objection:** The right to object to the processing of your Personal Information for certain purposes.
- **Data Portability:** The right to receive your Personal Information in a structured, commonly used, and machine-readable format.

To exercise these rights, please contact us using the contact information provided in Section 12.

8. Limitation of Liability

8.1 No Guarantee of Service

The Service is provided on an “as is” and “as available” basis. While AIDERS employs advanced technology to detect medical emergencies, we do not guarantee that all emergencies will be detected or that notifications will be delivered without delay or error.

8.2 No Medical Advice

AIDERS is a technology-based monitoring service and does not provide medical advice, diagnosis, or treatment. In the event of a medical emergency, Users should seek immediate assistance from qualified healthcare professionals.

8.3 Liability Limitation

To the fullest extent permitted by law, AIDERS shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or use, arising out of or related to your use of the Service, even if AIDERS has been advised of the possibility of such damages.

8.4 Total Liability Cap

In no event shall AIDERS' total liability to you for all claims arising out of or related to the Service exceed the amount paid by you, if any, for accessing the Service during the twelve (12) months preceding the event giving rise to the claim.

9. Suspension or Termination

AIDERS reserves the right to suspend or terminate your access to the Service at any time, without notice, for any reason, including but not limited to:

- Violation of these Terms.
- Misuse or abuse of the Service.
- Legal obligations or requirements.
- At our sole discretion for any other reason.

Upon termination, your right to use the Service will immediately cease, and you must discontinue all use of the Service.

10. Modifications to Terms

AIDERS may update or modify these Terms at any time. We will notify you of significant changes by posting the updated Terms on our website or through the Service. Continued use of the Service following the posting of any changes constitutes acceptance of those changes. It is your responsibility to review the Terms periodically for any updates.

11. Indemnification

You agree to indemnify, defend, and hold harmless AIDERS, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees), arising out of or related to:

- Your use of the Service.
- Your violation of these Terms.
- Your violation of any rights of another party.
- Any claim that your use of the Service caused damage to a third party.

12. Governing Law and Dispute Resolution

12.1 Governing Law

These Terms are governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.

12.2 Dispute Resolution

Any disputes arising out of or related to these Terms or your use of the Service shall be resolved exclusively in the courts of [Insert Jurisdiction]. You hereby consent to the personal jurisdiction of such courts and waive any objections to such jurisdiction or venue.

12.3 Arbitration

[Optional: Include an arbitration clause if AIDERS prefers to resolve disputes through arbitration rather than litigation.]

13. Contact Information

If you have any questions, concerns, or requests regarding these Terms or the Service, please contact us at:

- **Email:** [Insert Contact Email]
- **Phone:** [Insert Contact Phone Number]
- **Mailing Address:** [Insert Contact Mailing Address]
- **Support Portal:** [Insert Link to Support Portal, if applicable]

14. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and AIDERS regarding the use of the Service and supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and AIDERS concerning the Service.

15. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

16. Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and AIDERS' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

17. Force Majeure

AIDERS shall not be liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

18. Assignment

You may not assign or transfer your rights or obligations under these Terms without AIDERS' prior written consent. AIDERS may assign or transfer its rights and obligations under these Terms without restriction.

19. Feedback and Suggestions

If you provide AIDERS with any feedback or suggestions regarding the Service, you agree that AIDERS may use such feedback or suggestions without any obligation or compensation to you.

20. Headings

Headings in these Terms are for reference purposes only and do not affect the interpretation of these Terms.