#### Terms of Service

Last Updated Date: August 15, 2016

NO MEDICAL ADVICE

Vchar3 provides an online service CareVen to help organize, store, and manage information related to your care or the care of your children, parents, and loved ones through our website, accessible at CareVen.com, or via applications for the iOS or Android operating systems (collectively, the Site ). Please read carefully the following Terms of Service ( Terms ) and our Privacy Policy, which is incorporated by reference into these Terms. These Terms govern your access to and use of the CareVen apps and Collective Content (defined below) via the Site, and constitute a binding legal agreement between you and Vchar3. You acknowledge and agree that, by accessing or using the CareVen platforms, or by downloading, uploading, or posting any content from or on the Site or through the CareVen platforms, you are indicating that you have read, and that you understand and agree to be bound by, these Terms, whether or not you have registered via the Site. If you do not agree to

IF YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 911 IMMEDIATELY.

these Terms, then you have no right to access or use the Site or CareVen platforms.

We do not provide any medical or pharmaceutical advice. We are not health care providers. CareVen are solely designed to support, not replace, the relationship that exists with any physician, pharmacist and other healthcare professionals. What we do is provide a way for you to take control and manage health care data. While we are not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), we take both the protection of your private health information and your ability to control and access such information very seriously, and will only use and disclose your information in accordance with our � Privacy Policy.

# **PROFILES**

When you register with us for access to the CareVen platforms and successfully complete the account registration process you will become a Member for the CareVen platform. As a Member, you will have the opportunity to create one or more care profiles ( Profiles ) and to add information, data, and images to your Profile(s) ( care data ). A Profile may relate to you or it may relate to your child, parent, or other person you are caring for. As a Member, you will have the opportunity to invite third-party caregivers ( Caregiver ) to access the care data that you create. If you elect to invite a Caregiver to access your care data , that Caregiver will receive an invitation to register with the CareVen platforms and will need to complete the account registration process to become a Member. In addition, any Caregiver that you invite to access your Profile(s) will have full access to all Care Data within your Profile(s) as well as the ability to add, delete, distribute, download, and edit the same. Because of the sensitive and private nature of your health care and the health care of those loved ones on whose behalf you may be creating a Profile, we recommend that you protect the private and sensitive information contained within your Profile(s) and consider carefully whether to permit

any Caregiver to access your � care data � . All Members are responsible for monitoring the Profile Content uploaded or added to their Profiles, whether uploaded by the Member, by a Caregiver, or by other third parties.

If you are creating a profile on behalf of another person, by accepting these terms you attest that you are authorized by that person to create a profile on their behalf. To the extent you take action on behalf of the person you are caring for, you also attest that you have valid legal authority to take that action on their behalf.

Please note that you, and not CareVen, are responsible for maintaining and protecting all

Care Data . CareVen will not be liable to you for any loss or corruption of your . Care

Data �, or for any costs or expenses associated with backing up or restoring any of your �Care Data �.

# **CARE ADVISORS**

We have a team of dedicated Care Advisors whose job is to support you in whatever way they can. By registering with us to access CareVen platforms, you agree that CareVen and

CareVen services CareVen may make available to you in connection with your health and wellness. Third party services may include offering health insurance plans, including Medicare Advantage or Medicare Part D health plan options that may be available through licensed insurance brokers, or other services that we may have the opportunity to offer from time to time. You agree that CareVen may contact you about CareVen platforms or third party services in various ways including, but not limited to, email, Inbox in the app, direct mail, telephone, cell phone, and SMS/text messages.

# **MODIFICATION**

CareVen reserves the right, at its sole discretion, to modify, discontinue, or terminate the CareVen platforms or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modified Terms and alert you to the modified Terms on the Site or otherwise provide you with notice of the modification. We will also update the �Last

Updated Date • at the top of these Terms. By continuing to access or use the CareVen platforms after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and CareVen platforms.

#### **ELIGIBILITY**

The Site and CareVen platforms are intended solely for persons who are 13 or older. Any access to or use of the CareVen platforms by anyone under 13 is expressly prohibited. By accessing or using the CareVen platforms you represent and warrant that you are 13 or older. ACCOUNT REGISTRATION

In order to access the CareVen platforms, including to (i) create and manage a Profile and (ii) post any Profile Content through the CareVen platforms, you must register to create an account

( Account 4) and become a Member. You agree to provide accurate, current, and complete

information during the registration process and to update such information to keep it accurate, current, and complete. CareVen reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. You will be asked to create a password when you create your Account. CareVen does not have access to your passwords and if you forget your password you will be asked to create a new one. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify CareVen if you become aware of any unauthorized use of your Account.

# **PRIVACY**

See CareVen See Privacy Policy for information and notices concerning CareVen se collection and use of your personal information and the Profile Content you submit.

OWNERSHIP

The Site, CareVen platforms, and the news and other content provided by CareVen through the same, including the trademarks, trade dress and copyrightable text (collectively,

the � CareVen Content �), are protected by copyright, trademark, and other laws of the United States and foreign countries and are the proprietary designations of Vchar3. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties. You acknowledge and agree that the Site, CareVen platforms, and CareVen Content, including all associated intellectual property rights, are the exclusive property of Vchar3 and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, CareVen platforms, or CareVen Content.

As between any Member and CareVen, all Profile Content is and remains the sole and exclusive property of you as the Member. CareVen does not own any Profile Content and its use of the same is subject to these Terms and our � Privacy Policy.

# **LICENSE GRANTED BY MEMBER**

By making available any Profile Content on or through the CareVen platforms, you hereby grant to CareVen a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid up right and license to access, use, view, copy, adapt, reformat, and download, such Care Data only on, through or by means of the CareVen platforms and for the limited purpose of making such Care Data available to you and any Caregivers with whom you choose to share access to one or more of your Profiles via the CareVen platforms and as otherwise set forth in our Privacy Policy. In the event you do elect to make one or more Profile(s) and their corresponding Profile Content available to one or more Caregivers, you further grant CareVen a right to sublicense the Care Data to such Caregiver to allow access to and use of the same as permitted by the CareVen platforms. ALTHOUGH ANY CAREGIVER IS SUBJECT TO THESE TERMS AS A MEMBER, WE CANNOT CONTROL ANY USE OF CARE DATA BY ANY CAREGIVER AND YOU ARE SOLELY RESPONSIBLE FOR THE SAME AND ANY LIABILITY FOR SUCH ACCESS. You acknowledge and agree that you are solely responsible for all care data that you make available through the CareVen platforms. Accordingly, you represent and warrant that: (i) you

either are the sole and exclusive owner of all care data that you make available through the CareVen platforms or you have all rights, licenses, consents and releases from your loved one that are necessary to grant to CareVen the rights in such care data, as contemplated under these Terms, including the provision to CareVen of Personal Information (as defined in the CareVen Privacy Policy) submitted to us as part of a Profile; and (ii) neither the care data nor your posting, uploading, publication, submission, or transmittal of the care data or CareVen suse of the care data (or any portion thereof) on, through or by means of the CareVen platforms will infringe, misappropriate, or violate a third party so patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

LICENSES GRANTED BY CAREVEN TO CAREVEN CONTENT AND MEMBER CONTENT Subject to your compliance with the terms and conditions of these Terms, CareVen grants you a limited, non-exclusive, non-transferable license to view, download, and print any CareVen Content solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, download, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, CareVen platforms or CareVen Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CareVen or its licensors, except for the licenses and rights expressly granted in these Terms. Any misuse of the Site, CareVen platforms or CareVen Content available via the same may be pursued by CareVen to the fullest extent permitted by law.

In addition, if you are invited as a Caregiver to receive access to one or more Profile(s) by another Member(s) subject to your compliance with the terms and conditions of these Terms, CareVen grants you a limited, non-exclusive, non-transferable license to access and use the care data to which you are granted access by another Member. You have no right to sublicense the license rights granted in this section. Unless otherwise agreed between you and the Member granting you access to such care data, all care data is deemed to be confidential and you may not publicly disclose, display, distribute, transmit, stream, broadcast or otherwise use or exploit any care data for any purpose other than the lawful provision and assistance of the management of the personal health care of the individual to whom the care data relates.

#### **FEEDBACK**

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the CareVen platforms ( Feedback ). You may submit Feedback by emailing us at support@CareVen.com, or via the Help and Feedback link on the Site. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose without any compensation to you of any kind.

**GENERAL PROHIBITIONS** 

You agree not to do any of the following:

- \* Impersonate or misrepresent your affiliation with any person or entity;
- \* Violate any applicable law or regulation;
- \* Collect or store any personally identifiable information, including any Profile Content and/or Personal Information (as defined in the Privacy Policy) from the CareVen platforms from other Members of the CareVen platforms without their express permission;
- \* Post, upload, publish, submit, or transmit any care data that: (i) infringes, misappropriates, or violates a third party \$\displays \text{ privacy or any rights of publicity, or any patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- \* Use, display, mirror, or frame the Site, or any individual element within the CareVen platforms or CareVen Content, or CareVen \$\display\$ s name, any CareVen trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without CareVen \$\display\$ s express written consent;
- \* Access, tamper with, or use restricted areas of the Site, CareVen �s computer systems, or the technical delivery systems of CareVen �s providers;
- \* Attempt to probe, scan, or test the vulnerability of any CareVen system or network or breach any security or authentication measures;
- \* Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by CareVen or any of CareVen \$\mathbf{e}\$ s providers or any other third party (including another user) to protect the Site, CareVen platforms, CareVen Content or Care data;
- \* Attempt to access or search the Site, CareVen platforms, or CareVen Content or download CareVen Content or Care Data from the CareVen platforms through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by CareVen or other generally available third party web browsers;
- \* Use the CareVen platforms or Site to send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation;
- \* Use any meta tags or other hidden text or metadata utilizing a CareVen trademark, logo URL, or product name without CareVen sexpress written consent;
- \* Use the Site, CareVen platforms, CareVen Content or Care Data for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- \* Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or CareVen platforms to send altered, deceptive or false source-identifying information;

- \* Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or CareVen platforms;
- \* Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or CareVen platforms; or
- \* Encourage or enable any other individual to do any of the foregoing.

CareVen will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. CareVen may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

You acknowledge that CareVen has no obligation to monitor your access to or use of the Site or CareVen platforms or to review or edit any Profile Content, but has the right to do so for the purpose of operating the Site and CareVen platforms, to ensure your compliance with these Terms, and to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

CareVen reserves the right, at any time and without prior notice, to remove or disable access to any Profile Content that CareVen, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Site or CareVen platforms.

#### LINKS

The Site may contain links to third-party websites or resources. You acknowledge and agree that CareVen is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by CareVen of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products, or services on or available from such websites or resources.

# NOTIFICATION OF COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others and expects its users to do the same. It is CareVen so policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website, CareVen will respond expeditiously to claims of copyright infringement committed using the CareVen website (the Site) that are reported to CareVen so Designated Copyright Agent, identified in the sample notice below. If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCANotice of Alleged Infringement and delivering it to CareVen so Designated Copyright Agent. Upon receipt of the Notice as described below, CareVen will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Site.

- 1. Identify the copyrighted work that you claim has been infringed, or � if multiple copyrighted works are covered by this Notice � you may provide a representative list of the copyrighted works that you claim have been infringed.
- 2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable,
- the QURL of the link shown on the Site where such material may be found.
- 3. Provide your mailing address, telephone number, and, if available, email address.
- 4. Include both of the following statements in the body of the Notice:
- o •I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).
- o •I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.
- 5. Provide your full legal name and your electronic or physical signature.

  Deliver this Notice, with all items completed, to CareVen so Designated Copyright Agent
- at copyright@vchar3.com

# TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these Terms, CareVen will have the right to suspend or disable your Account or terminate these Terms and disable access to your Profiles, including those Profiles to which you have been permitted access by other Members, at its sole discretion and without prior notice to you. CareVen reserves the right to revoke your access to and use of the Site and CareVen platforms at any time, with or without cause. You may cancel your Account at any time by sending an email to \$support@CareVen.com \$.

# WARRANTIES

You warrant and represent to CareVen that your use of the CareVen platforms, whether as a Profile-creator or as a Caregiver, is solely for lawful purposes to facilitate the care of the individual that is the subject of the Profile. Neither the CareVen platforms, nor the Site, nor any CareVen Content, nor any Profile Content may be used in any instance for any unlawful purpose.

# **DISCLAIMERS**

THE SITE, CAREVEN PLATFORMS, AND CAREVEN CONTENT ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CAREVEN EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CAREVEN MAKES NO WARRANTY THAT THE SITE, CAREVEN PLATFORMS OR CAREVEN CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CAREVEN MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR CAREVEN

CONTENT AVAILABLE FROM OR OBTAINED THROUGH THE CAREVEN PLATFORMS OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CAREVEN CONTENT OR PROFILE CONTENT OBTAINED THROUGH THE CAREVEN PLATFORMS. PROFILE CONTENT IS SUBMITTED SOLELY BY MEMBERS AND CAREVEN HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS OR ACCURACY OF THE SAME.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CAREVEN OR THROUGH THE SITE OR CAREVEN PLATFORMS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

# **INDEMNITY**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CAREVEN, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE SITE, CAREVEN PLATFORMS, ANY CAREVEN CONTENT OR ANY PROFILE CONTENT (WHETHER OR NOT IT IS A PROFILE YOU CREATED OR OTHERWISE), (II) ANY USE OF OUR SITE OR CAREVEN PLATFORMS FOR ANY UNLAWFUL OR INAPPROPRIATE CONDUCT, OR (III) ANY ACT OR OMISSION BY YOU THAT CONSTITUTES AN ACTUAL OR ALLEGED VIOLATION OF THESE TERMS.

#### LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND CAREVEN PLATFORM, INCLUDING WITHOUT LIMITATION ANY PHARMACY ASSISTANCE, REMAINS WITH YOU. NEITHER CAREVEN NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR CAREVEN PLATFORMS (INCLUDING WITHOUT LIMITATION ANY PHARMACY ASSISTANCE) WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CAREVEN PLATFORMS OR THE INABILITY TO USE OR ACCESS A PROFILE OR ANY SPECIFIC PROFILE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CAREVEN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL CAREVEN S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CAREVEN PLATFORMS (INCLUDING WITHOUT LIMITATION ANY PHARMACY ASSISTANCE) EXCEED THE AMOUNTS YOU HAVE PAID TO CAREVEN FOR USE OF THE SAME, IF YOU HAVE MADE ANY PAYMENTS TO CAREVEN FOR USE OF THE SAME OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CAREVEN AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

# **CONTROLLING LAW AND JURISDICTION**

These Terms and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party so copyrights, trademarks, trade secrets, patents or other intellectual property rights, as contemplated below in Dispute Resolution will be the state and federal courts located in Texas and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

#### **ENTIRE AGREEMENT**

These Terms constitute the entire and exclusive understanding and agreement between CareVen and you regarding the Site and CareVen platforms, and these Terms supersede and replace any and all prior oral or written understandings or agreements between CareVen and you regarding the Site and CareVen platforms.

#### **ASSIGNMENT**

You may not assign or transfer these Terms, by operation of law or otherwise, without CareVen so prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. CareVen may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

#### **NOTICES**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by CareVen: (i) via email (in each case to the address that you provide); or (ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. DISPUTE RESOLUTION

#### **GENERAL**

The failure of CareVen to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of CareVen. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

# **CONTACTING CAREVEN**

If you have any questions about these Terms, please contact CareVen at \$\partial \text{support} \text{@CareVen.com}\$