

TERMS OF USE

Last Updated: 04/03/2025

Carevox, LLC (DBA: Carely.AI) (“Carely.AI” or “we,” “our,” or “us”) welcomes you. We invite you to access and use our website located at www.carevoxai.com (the “Website”), and our proprietary AI products which are made available as a web application via our Website (“Products”), subject to the following terms and conditions (the “Terms of Use”).

PLEASE READ THESE TERMS OF USE CAREFULLY. BY VISITING THE WEBSITE, AND/OR BY ACCESSING AND/OR USING THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE, AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE “PRIVACY POLICY”), WHICH IS HEREBY INCORPORATED INTO THESE TERMS OF USE AND MADE A PART HEREOF BY REFERENCE (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THIS AGREEMENT, THEN PLEASE DO NOT USE THE WEBSITE AND THE PRODUCTS.

If you accept or agree to the Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Website and/or the Products, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Website and/or the Products. By continuing to access or use the Website and/or the Products after we have posted a modification on the Website, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Website and the Products.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT, AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy as the context requires.

1. NO MEDICAL ADVICE

YOU ACKNOWLEDGE AND AGREE THAT CARELY.AI DOES NOT, THROUGH THE WEBSITE, PRODUCTS OR OTHERWISE, PROVIDE ANY FORM OF MEDICAL CARE, MEDICAL OPINION, MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT, AND THAT CARELY.AI DOES NOT EVALUATE THE NEED TO SEEK MEDICAL ATTENTION. THE WEBSITE, THE PRODUCTS AND THE CONTENT (AS DEFINED

BELOW) ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.

2. USE OF PERSONAL INFORMATION

Your use of the Website and access to the Products may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy, which is hereby incorporated by reference in its entirety.

3. INTELLECTUAL PROPERTY

The Website and/or the Products contains materials, such as software, text, graphics, images, sound recordings, audiovisual works, tutorials, and other material provided by or on behalf of Carely.AI (collectively referred to as the “Content”). For the avoidance of doubt, Content shall not include any Customer Data. The Content may be owned by us or our licensors, and is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other intellectual property rights or laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary or legal notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content outside the Website, Products or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access the Website and/or the Products automatically terminates and you must immediately destroy any copies you have made of the Website and/or the Products.

The trademarks, service marks, and logos of Carely.AI (the “Carely.AI Trademarks”) used and displayed on the Website and the Products are registered and unregistered trademarks or service marks of Carely.AI. Other company, product, and service names located on the Website and the Products may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Carely.AI Trademarks, the “Trademarks”). Nothing on the Website and the Products should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Carely.AI Trademarks inures to our benefit.

Elements of the Website and the Products are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

4. GUIDELINES

By accessing and/or using the Website or the Products, you hereby agree to comply with the following guidelines:

- You will not use the Website and/or the Products for any unlawful purpose;
- You will not access or use the Website and/or the Products to collect any market research for a competing businesses;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Website and/or the Products;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Website and/or the Products;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Website and/or the Products;
- You will not use any robot, spider, scraper, or other automated means to access the Website and/or the Products for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Website for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
 - To the extent you utilize any robot, spider, scraper, or other automated means to access the Website in violation of the foregoing, you hereby allow us to, with or without notice to you, employ any technical safeguards or other means to block such activities, including, without limitation, blocking your access to the Website entirely.
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not interfere with or attempt to interrupt the proper operation of the Website and/or the Products through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website and/or the Products through hacking, password or data mining, or any other means.

We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Website and/or the Products, or any portion thereof, without notice.

5. FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Website, the Products and our services (“Feedback”). Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to any Feedback you provide, we shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation or attribution to you.

6. NO WARRANTIES; LIMITATION OF LIABILITY

THE WEBSITE, THE PRODUCTS, AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND NEITHER CARELY.AI NOR CARELY.AI’S SUPPLIERS MAKE ANY WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND CARELY.AI HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE, THE PRODUCTS OR ANY RELATED SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITE, THE PRODUCTS OR ANY RELATED SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

THE WEBSITE AND THE PRODUCTS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE AND THE PRODUCTS. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AND THE PRODUCTS AT ANY TIME WITHOUT NOTICE.

7. EXTERNAL SITES

The Website and the Products may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the Website administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

8. INDEMNIFICATION

You will indemnify, defend, and hold Carely.AI and its shareholders, members, officers, directors, employees, agents, and representatives (collectively, “Carely.AI Indemnitees”) harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney’s fees (collectively, “Losses”) incurred by any Carely.AI Indemnitee in connection with a third-party claim, action, or proceeding (each, a “Claim”) arising from (i) your breach of this Agreement; (ii) your misuse of the Website, the Products, and/or the Content; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right; *provided, however*, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim; (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim; and (iii) providing you with sole control over the defense and negotiations for a settlement or compromise.

9. BINDING ARBITRATION

In the event of a dispute arising under or relating to this Agreement, the Website, the Products, or any other products or services provided by us (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be

entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in these Terms of Use will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

10. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

11. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of California for purposes of any such action by us.

12. COMPLIANCE WITH APPLICABLE LAWS

The Website and the Products are based in the United States. We make no claims concerning whether the Website and/or the Content may be viewed or be appropriate for use outside of the United States. If you access the Website, the Products and/or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

13. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and/or your access to all or any part of the Website, and/or the Products, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website and/or the Products at any time without prior notice or liability.

14. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

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