

This Terms of Service Agreement was written in English (US). To the extent any translated version of this Agreement conflicts with the English (US) version, the English (US) version controls.

To access the Terms of Service Agreement in another language, contact CareLine Group Ltd by sending us an email at [info@careline.group](mailto:info@careline.group) with the subject line: “request for translation of Terms of Service agreement.” Please tell us the language you request in your email message. If the Terms of Service Agreement is not available in the language you request, we will respond by providing you with access to the default English (US) version.

**NOTE: For users located outside of the United States and the United Kingdom, Section 19 addresses international usage of Social Careline’s Services and devices.**

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## **KEY POINTS**

**EMERGENCY CALLS:** You cannot make emergency calls with a Social Careline Service or device, which are not a replacement for your mobile or fixed-line telephone.

**RESTRICTED USE:** There are restrictions on the use of the Social Careline Service or devices in some areas. You have the responsibility to ensure that your use complies with all laws in your location.

**COOKIES:** You agree by using this website and any Social Careline Services to our use of cookies for personalized content, advertisements, and analytics. Learn more about our use of cookies in the “Using cookies” section below.

**ARBITRATION PROVISION:** This Agreement contains an “ARBITRATION PROVISION” in the “Dispute Resolution” section. You may reject the Arbitration Provision in accordance with Section 17.2.a.

**CLASS ACTION WAIVER:** If you live in the United Kingdom and select a mobile-based payment method, a binding class action waiver in Section 17.4 affects your rights to resolve a dispute with Social Careline, its corporate affiliates or other third parties, including mobile phone carriers.

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By creating an account with Social Careline, you agree to all terms and conditions that govern relationship between CareLine Group Ltd, a UK limited liability company (“CLG”) and its Subscribers, Call Recipients, other users, as well as all others who interact with CLG and any CLG Services. By agreeing to this Agreement, you create a contract between you and CLG, consisting of all of the terms and conditions of this Agreement, and any terms or conditions incorporated by reference into this Agreement, as they are updated from time to time in accordance with the “Amendment” section and any applicable notice requirements.

Read this agreement carefully and make certain that you understand its provisions before agreeing and using any Social Careline Services.

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## 1. Definitions.

1. “CLG,” “we,” “us,” “our” means CareLine Group Ltd a UK limited company, and its directors, officers, employees, corporate affiliates, or other agents.

2. “CLG Services” or “Services” means the Social Careline VoIP Reassurance, Alert & Messaging Phone Service and affiliated services, and any other features and services we make available to users from time to time, through:

(a) our website at [www.socialcareline.com](http://www.socialcareline.com) and any other CLG branded or co-branded websites, including any now existing or later developed sub-domains, international versions of Social Careline (“SCL”) websites, widgets, and mobile website versions; and/or

(b) our mobile application; and/or

(c) any other SCL hardware devices; and/or

(d) any other SCL media, including but not limited to any CLG software, now existing or later developed.

3. “VoIP Reassurance, Alert & Messaging Phone Service” means an enhanced voice communication service that uses a data network (such as the Internet) to transport live, recorded and text-to-speech generated voice communications, which have been converted into data packets, including all software, features, products and services provided by SCL under the pricing plan that you have selected.

4. “Information” means facts and other information about you, including actions taken by users and non-users who interact with SCL Services and devices.

5. “Content” means anything you or other users share using SCL Services or devices that would not be included in the definition of Information, including but not limited to your

sound recordings, music, song lyrics, literary works, graphic works, photographs, GIFs, text messages, emails, and derivative works.

6. “Data” or “user data” or “user’s data” means any information or personal information, including a User’s Content or Information that you or third parties can retrieve from SCL or provide while using SCL Services or devices. CLG collects and stores user telephone numbers, home addresses and email addresses.

7. “Share” means uploading, recording, or communicating Content, Data or Information using SCL Services or devices, or otherwise making Content, Data or Information available by using SCL.

8. “Use” means upload to, use, publicly perform or display, transmit, convert from speech to text, translate, otherwise modify, distribute, create derivative works of, broadcast, and/or delete.

9. “Subscriber” means a user who has created a SCL account and logged into SCL Services at least once in the previous 60 days.

10. “Call Recipient” means a user who may or may not have a SCL account and who is included in the list of call contacts of a Subscriber.

11. “Application” or “application” means any desktop application, browser application, widget, mobile application or website that accesses or uses SCL Services or devices, as well as any other third-party service provider software or other support service that receives or has received data from CLG or SCL. If you no longer access any SCL Services or devices but have not deleted all data from your SCL account, the term “application” as defined herein will apply until you delete the remaining data.

12. “SCL home page” means the website of SCL: <http://www.socialcareline.com>.

13. “Child” or “children” means a person who is under 18 years of age.

## **2. Service Details and Distinctions.**

**1. Your subscription and all SCL Services are provided to you as a personal, non-commercial user.** When you agree to this Agreement and subscribe, we provide you with SCL Services or devices for personal, residential, non-business and non-professional purposes only, unless you have prior written approval from CLG. CLG prohibits you from reselling or transferring any SCL or CLG Service or device designed for personal users to any other person or business, for any purpose and for any charges for the use of the Service or device. CLG reserves the right to immediately discontinue, disconnect, cancel, terminate, change the calling plan or modify any or all SCL Services or your SCL account at CLG’s sole discretion in the event that CLG believes that you are using a SCL Service or device for non-personal or commercial use without prior written approval from CLG.

**2. User Responsibility.** You accept full liability and responsibility, and you indemnify CLG, as well as its corporate affiliates, agents, directors, officers, employees, contractors, and any

third-party vendors, for your actions or the actions of anyone else who uses any SCL Service or device via your SCL account with or without your permission.

**3. Children.** Our Services are not intended for, promoted to, or otherwise directed to children and no part of our Services is designed to attract Subscribers under the age of 18 years. We do not collect or maintain Information, Data, or Content from potential Subscribers whom we actually know are under 18 years of age, and if we later learn that a Subscriber or other user is under 18 years of age, we will take steps to remove that Subscriber's Information, Data and Content from our servers and to prevent the underage Subscriber from utilizing SCL Services further.

In the event that a Subscriber, Call Recipient or other SCL user who is over 18 years of age permits a child to access the adult's SCL account or to use other SCL Services or devices, the Subscriber accepts sole responsibility for any liability that may arise under the U.K. Data Protection Act of 1998, and any other applicable law, and the Subscriber hereby indemnifies CLG, its corporate affiliates, and other third parties, for any and all claims or violations that may arise due to the child's access or use of any of our Services or devices, including any collection, storage or use of the child's Information, Data, or Content. CLG in no way recommends or permits any SCL user to provide access to any SCL account to any individual other than the Subscriber or Call Recipient, and this statement applies to children as well as adults. Use of any SCL account that is not yours, with or without the Subscriber's permission or knowledge, is a breach of this Agreement, and SCL account holder accepts any and all responsibility for any misuse of his or her SCL account or any SCL Services or devices as a result of use of the account holder's SCL account by any other person or entity.

**4. User Representations and Warranties.** You represent and warrant that:

your primary residence is in the United Kingdom;

you are at least eighteen years of age or, as applicable, the age of majority in the jurisdiction in which you reside;

you possess the legal right and ability to enter into this Agreement;

your name, user name, contact information and registered location are true and correct; and

you understand and acknowledge that CLG relies on the information you supply in performing its Services and that providing false or incorrect information may result in SCL Service or device provisioning and delivery delays as well as the discontinuation, disconnection, cancellation, or termination of any or all of your SCL Services and your SCL account.

**5. SCL Service Distinctions from Telephone Services; No Access to Emergency Services.** You acknowledge and understand that the Service is not a telephone service, and we provide it on a best-efforts basis. Important distinctions exist between telephone service and the enhanced Service and device offerings provided by CLG. The Service and any devices are subject to different regulatory treatment than a telephone service. This treatment may limit

or otherwise affect your rights of redress before national, state, or local telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our Service or devices, such as power outages, fluctuations in the Internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our Service or devices.

SCL Service is not intended to support or carry emergency calls to any type of law enforcement agency, emergency medical care unit or any other kind of service that connects a user to emergency services personnel or public safety hotline (“Emergency Services”). You acknowledge and agree that: (i) CLG through SCL is not required to offer access to Emergency Services under any applicable local or national rules, regulations or law; (ii) you have the sole responsibility to purchase, separately from the SCL Service, traditional wireless (mobile telephone) or fixed-line telephone services that can connect to Emergency Services, and (iii) SCL Services are not a replacement for your primary telephone service.

**6. Incompatibility; Equipment Limitations.** You acknowledge and understand that the Service or SCL device is not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against CLG for interference with or disruption of such systems due to a SCL or CLG Service or device.

There may also be other services with which a SCL Service or devices may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the SCL Services or devices. We do not warrant or represent that the SCL Services and devices will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of any SCL Service or device with any particular broadband service.

**7. At-will Use; Abandoned Property.** We may revoke your eligibility to use SCL Services at any time at our sole discretion with notice to you via email message or at the time you attempt to log into your account. If you leave a balance unused in your SCL account for the period of time set forth by your SCL Service subscription or by your local or national governing body in its unclaimed property laws, or if you delete your SCL account and leave a balance, or if we deactivate your SCL account and you do not meet any conditions necessary to reinstate it within 180 calendar days, we may process your balance in accordance with our legal obligations, including by submitting funds associated with your SCL account balance to the appropriate governing body as required by law

**8. Service Term.** We provide the Service for the term or metered number of minutes for which you have signed up. Your Service term or meter begins on the date you first ordered service, the “Subscription Date”, or the date we successfully process your payment, whichever is later. You are purchasing the SCL Service for the full service term or metered number of minutes as set forth in your order. In the case of metered minutes, these are allocated on a term basis, unused meters minutes do not carry forward from one term to the next. The number of actual call minutes provided by your service term will depend on

the type of calls made. For example, a Subscription may include 60 minutes of SCL Service call time for £25 GBP per month, and if the Subscriber exceeds 60 minutes of SCL Service call time, then the Subscriber is responsible for any and all supplemental per-minute fees. Also, for international calls, and calls to and from mobile phones, and any taxes related to these calls, the total cost of a Subscriber's SCL Service plan can vary. It is your responsibility to review the details of the SCL Service plan you select when making your purchase and to review your account history and balance frequently.

**9. Automatic Renewal. SCL Subscription Service will automatically renew any SCL Service for the same term or metered number of minutes on your "Subscription Date or time" or at the exhaustion of the metered number of minutes, whichever comes first, unless you cancel your Service before the end of the current service term or metered minutes.** See "Termination" Section herein. The renewal begins on the day after the last day of your term or the minute after the exhaustion of your meter's minutes. Any unused Subscription minutes are cancelled and removed from your account's balance at the end of each Subscription period. Automatic renewal charges may be charged to your designated financial services account. If your designated payment source is declined, invalid, or if payment is not made by the issuer of your credit card on your "Subscription Date or time," without further notice CLG reserves the right to automatically and continually charge the payment method until payment is received, you update your payment method in your SCL account, or CLG discontinues, disconnects or terminates the SCL Service due to your non-payment.

**10. Export Compliance.** You agree to comply fully with all relevant export laws and regulations United Kingdom and United States, including, but not limited to, the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of a SCL Service or device, including, without limitation, to any destination, company, or person restricted or prohibited by the United Kingdom or United States export controls.

**11. CLG's right to discontinue, disconnect or terminate your Service.** We have the right to suspend or discontinue your Service generally, or to disconnect or terminate your Service at any time. In addition, CLG reserves the right to immediately disconnect the Service at any time without notice due to non-payment, or due to your unlawful or inappropriate activity involving SCL or any SCL Service or device. All charges and balances in your SCL account owed at the time of disconnection or termination will be immediately payable in full. We will pursue collection for unpaid amounts on disconnected or terminated accounts, and we may report these unpaid charges to one or more credit bureau(s).

**12. Subscriber's right to cancel or terminate Service.** In order for you to terminate any SCL Service, you may terminate by notifying contacting our Customer Care representatives via email at [contact@socialcareline.com](mailto:contact@socialcareline.com) prior to the expiration of the current service term of your:

1. **One-Month** Subscription with a minimum of **30-days'** notice, or
2. **Six-Month** Subscription with a minimum of **90-days'** notice, or

### 3. **One-Year Subscription** with a minimum of **120–days'** notice

Cancellations by customers who have previously pre-paid some or all of their Subscription fees will be reimbursed for the remaining period of Subscription time following the mandatory notice period less the pro-rated portion of the Subscription used of the date of your SCL Account termination. You are responsible for paying for all SCL product or Service subscription-related costs, fees, and taxes that accrue in your SCL Account prior to the end of your mandatory notice period.

13. **Breach.** Use of any SCL account or device that is not yours, with or without the account holder's permission or knowledge, is a breach of this Agreement, and SCL account holder accepts any and all responsibility for any use of his or her SCL account or any SCL subscription Services as a result of non-holder's use of the account holder's SCL account or device. Penalty for breach is immediate disconnection, discontinuation, cancellation and termination of the account holder's SCL account and any and all SCL Services, at CLG's sole discretion without implied waiver.

14. **Force Majeure; Effect of uncontrollable events.** CLG shall be excused from any delay, interruption, or failure in performance under this Agreement when such delay, interruption or failure of Service is caused by an occurrence or contingency beyond CLG's reasonable control, including without limitation, acts of God, earthquake, hurricane, winter storm, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, telecommunications or broadband service provider failure, late delivery by suppliers or other difficulties as may occur in spite of CLG's best efforts.

### 3. **Payments and Fees.**

1. When you subscribe to any SCL Service or select any device for purchase, you authorize us to collect funds from your designated payment source. You are responsible for designating your payment source in your SCL account. This authorization will remain valid until thirty days after you terminate our authority to charge your designated payment source.

2. We will publish fees and charges related to SCL Services and any devices on our website, which you may access at <http://www.socialcareline.com>. Our fees and charges may change from time to time. Pay attention to the details of your selected SCL Services and devices, because your total price may include taxes and fees, all of which you are responsible for paying.

1. **Promotions.** CLG may limit the number of promotions you may be eligible for within a given period of time. Any SCL promotion may be cancelled by CLG at any time at CLG's sole discretion.

2. **New or Revised Pricing; Introductory Pricing.** New or revised pricing will be effective the next day following posting to a link or announcement on the SCL home page. New or revised pricing may be applied to renewals of existing Services. We may introduce new products and Services at special introductory pricing. Introductory pricing will not be applied retroactively to existing Services or devices and may be applied for only limited periods of time. At our discretion, we may change

introductory pricing. If you do not agree to the revision(s), you must terminate your Service(s) and delete your SCL account immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the affected SCL Service(s) or device(s) after revision(s) are in effect, you hereby accept and agree to all such revisions.

#### **4. Taxes.**

As a Subscriber, you are responsible for, and shall pay, any applicable taxes, including national, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for any SCL Service. Such tax amounts are in addition to payment for any SCL Service or device and will be billed to you. If you are exempt from payment of such taxes, you agree to provide CLG with an original government-issued certificate attesting to tax-exempt status at least ten (10) days prior to any regular payment due date. Your tax exemption only will apply from and after ten (10) days after the date that CLG receives such certificate.

#### **5. Billing.**

**1. Increments.** All billing policies are defined by the specific Service package and any devices the Subscriber chooses. Please refer to the SCL home page and Service-related pages or links to review current information about CLG's billing policies for SCL.

**2. Designated Payment Source. YOU AGREE THAT WE MAY CHARGE YOUR DESIGNATED PAYMENT SOURCE FOR ALL SCL ACCOUNT BALANCES DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** You agree to provide a designated payment source with sufficient funds to fund fully your SCL account balances when they are due.

**3. Method of Payment.** We will charge you in advance for each term of Service or on the basis of a metered number of minutes. If you have selected a free trial offering, we will commence charging you for the Service at the expiration of the free trial period, unless we are notified of the contrary. When you subscribe to a Service, you must give us a valid email address and an approved payment source (such as a credit card) that we accept. We reserve the right to stop accepting your payment source or your payments at any time. You must advise us at once if your payment source expires, you close your account, your billing address changes, your email address changes, or your payment source is cancelled and replaced on account of loss or theft. We will bill to your payment source in advance for all charges, fees, taxes, and surcharges for each Service term or metered number of minutes. We will bill as "due immediately" any and all usage-based charges and any other charges, which we decide to bill as due immediately. Bills will be posted to the SCL account and may be emailed to the email address on record, if you select email billing notifications in your SCL account settings.

**4. Discontinuation of Service for Non-payment.** SCL Services may be denied, discontinued or terminated without notice at any time in the event your payment is denied or

discontinues providing funds or credit to you for any reason. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide SCL with your new payment information or fully-funded designated payment source. If a payment issue is not resolved within 48 hours, CLG will deactivate your SCL account and any and all SCL Services. If your payment is approved within 24 hours of failed payment, your subscription plan and billing cycle will remain unchanged. We reserve the right to modify any per-minute calling plan at any time. You agree to pay all charges and SCL account balances owed to SCL including costs of collection against your delinquent SCL account.

#### 4. Notices.

(a) **Change of Billing-related Information.** You agree to promptly notify SCL, and or Paypal and update your SCL account at such time as your personal or billing information changes, including, but not limited to, your:

1. name,
2. mailing address,
3. email address,
4. telephone number(s),
5. credit card number(s), and
6. credit card expiration date(s).

(b) **Billing Disputes.** You must notify CLG by email message within ten (10) days after receiving your credit card statement, or from the time funds are debited from your other designated payment source, if you dispute any SCL charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: [contact@socialcareline.com](mailto:contact@socialcareline.com).

5. **Financial Responsibility.** You agree to be financially responsible for your use of any SCL Service and any devices, including for any use of your SCL account by others.

6. **Collection.** If we disconnect a SCL Service, you will remain liable to us for all charges under this Agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and professional fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including, but not limited to, interest and charges due to insufficient credit. In the event CLG utilizes a collection agency or resorts to arbitration or other legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including collection costs and attorneys' fees.

#### 6. System Requirements, Performance, and Recording Licenses.

1. **System Management and Service Performance.** You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment, including your computer, telephone, devices, and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Service and to

operate your computer or SCL devices. CLG will only provide technical assistance with respect to any SCL Services. CLG, in its sole discretion, may offer to provide online training videos, telephone assistance, online user guides, or other customer support services.

**2. Monitoring of Network Performance and Intellectual Property Licensing.** CLG automatically measures and monitors network performance. We also record all call activity for use in case of service disputes, and we collect, store and use these sound recordings for network performance, security, promotional, and user compliance purposes. You hereby consent to CLG’s monitoring and recording of your SCL Service activity and network performance as set forth above and as they relate to any SCL Services.

You hereby grant CLG a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform any and all recorded call activity-related Content authored or owned by you in connection with the SCL Service and CLG, including but not limited to sound recordings, music, song lyrics, literary works, or references to trade or service marks, subject to the SCL Privacy Policy published on [www.socialcareline.com](http://www.socialcareline.com). Learn more about intellectual property licenses you grant to CLG in Section 8, “Sharing Content and Information.”

## **7. Privacy Policy.**

Your privacy is important. Our Privacy Policy makes disclosures about how you can use SCL to share with others and how we collect and can use your Content and Information and use cookies. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions as a user.

## **8. Sharing Content and Information.**

You own all of the Content and Information you author and post on SCL, and you can control how it is shared through your notification and privacy settings in your SCL account. In addition:

1. For content that is covered by intellectual property rights, such as photographs, sound recordings, music, song lyrics, poetic or literary works, text messages, written correspondence, trademarked jingles, trademarked names, and videos (collectively the “Content”), you specifically give us the following permission, subject to your notification and privacy settings: You grant CLG a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Content that you post on or in connection with SCL (the “IP License”). This IP License ends when you delete your Content or terminate your SCL account, unless your Content has been shared with others, and they have not deleted it.

2. When you delete Content or Information, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed Content may persist in backup copies for a reasonable period of time, but it will not be available to others.

3. When you publish Content or Information using the public setting, it means that you are allowing everyone, including people outside of the SCL community of users, to access and use that information, and to associate it with you, such as your name and profile picture.

4. We always appreciate your feedback or other suggestions about SCL, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

## **9. Safety Rules.**

We do our best to keep SCL and SCL Services safe, but we cannot guarantee it. We need your help to maintain SCL safety, which requires the following commitments by you:

1. You will not use SCL or SCL Services for any activity that is misleading, discriminatory, malicious, or unlawful.
2. You will not upload malicious code, including viruses, to SCL Services or devices.
3. You will not do anything that could overburden, disable, or impair the proper function, sound quality, or appearance of SCL Services or devices, including but not limited to a denial of service attack, page rendering interference, or other SCL Service functionality.
4. You will not collect the Content or Information of other SCL users, or otherwise access SCL Services or devices, using automated means, including but not limited to spiders, scrapers, call interceptors, harvesting bots, or robots, without CLG's prior permission.
5. You will not use SCL Services to harass, bully, or intimidate any user or person.
6. You will not share "Prohibited Content," which means any form of hate speech, threats, pornography, incitement of violence, or other graphical Content that contains nudity or graphic or gratuitous violence.
7. You will follow all applicable laws of your jurisdiction if you use SCL Services to offer or notify winners of any giveaway, contest, or sweepstakes (collectively a "Promotion") on SCL. You are solely responsible for any liability arising from your administration of Promotions.
8. You will not access a SCL account or device without authorization from the Subscriber or solicit another Subscriber's login information.
9. You will not share unauthorized commercial communications, such as telemarketing calls, on SCL or using SCL Services or devices.
10. You will not engage in unlawful pyramid schemes or other multi-level marketing using SCL Services.
11. You will not encourage or facilitate any violations of this Agreement or any of our other policies.

## **10. Protecting SCL Account Security.**

SCL Service Subscribers, Call Recipients, and other SCL users provide their real names and information. You warrant and represent to us that you will make the following

commitments relating to registering and maintaining the security of your SCL Service account and devices:

1. You agree not to provide any false personal information to CLG.
2. You agree not to create a SCL account for anyone other than yourself without that person's consent and permission.
3. In the event that CLG disables your SCL account, you agree not to create another SCL account without our permission.
4. You agree not to use your SCL account or devices primarily for commercial gain without written permission or a written vendor agreement from CLG.
5. You agree to keep your contact information accurate and current in your SCL account and any SCL devices.
6. You agree not to do anything else that might jeopardize the security of your SCL account or devices. In order to maintain the security of your SCL Service, devices, and SCL account, you agree to safeguard your SCL user IDs and SCL account passwords.
7. You agree to safeguard the media access control (MAC) address of the devices you use to access your SCL account and any SCL Service. A MAC address is one of the pieces of information used by CLG to authenticate customer calls and should not be shared with others.
8. You acknowledge that CLG via SCL, from time to time, will send you personally identifiable or secure information, including your SCL account password, via email message over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information, email, and telephone calls you transmit or receive from or through SCL Services over the Internet.
9. If you select a username for your SCL account, CLG reserves the right to remove or reclaim it at CLG's discretion, such as when a trademark owner of the username notifies CLG.

#### **11. Respecting the SCL Community.**

CLG respects the rights of the individuals who are our SCL community. We expect you to respect the rights of other SCL users as well.

1. You agree that you will not share Content or engage in any other activity using SCL Services or devices in a manner that violates or infringes another person's rights or otherwise violates the law.
2. CLG can remove any Information or Content you share using SCL Services, if we believe that the Information or Content violates this Agreement, applicable law, or any of our other policies.

3. While you use any SCL Service, you agree that you are responsible for protecting your intellectual property rights. SCL Services include features to help you do so. If you are a copyright owner or an agent thereof and believe that any Content or Information displayed or performed using a SCL Service infringes upon your copyrights, you may submit a notification to CLG pursuant to the Digital Millennium Copyright Act (“DMCA”) pursuant to 17 U.S.C. 512(c)(3) by providing CLG with information in writing at [contact@socialcareline.com](mailto:contact@socialcareline.com).

4. In the event that you believe that CLG has removed your Content for infringing a copyright in error, you agree that you will notify CLG by emailing us at [contact@socialcareline.com](mailto:contact@socialcareline.com), and you understand that upon receipt of your infringement notification email, CLG will provide you with an opportunity to appeal.

5. When appropriate, we will disable your SCL account, if CLG discovers that you infringe the intellectual property rights of others repeatedly.

6. You agree that you will not use CLG’s copyrights or trademarks (including “Social Careline” or its logo, “CareLine Group” or its logo) or any other similar marks that may be confused with SCL or CLG marks, except if you have received prior written permission from CLG.

## **12. Mobile and Other Devices.**

1. CLG provide SCL Services for a reasonable fee. We remind you that the normal rates and fees of your (cellular, landline, or fixed-line) telephone service still apply, such as (SMS) text messaging or data charges.

2. You agree that you will update your SCL account information immediately upon a change or deactivation of your mobile or landline telephone number to ensure that your messages, calls, and other communications are not sent to the person who acquires your old number.

3. You provide your consent and all rights necessary to permit SCL users to update their devices or SCL accounts with any information that is available to them.

4. Devices purchased from SCL will be covered by their respective factory warranties only. CLG does not offer any warranty in addition to, or in replacement of any factory warranties. Prior to returning the equipment, you must contact CLG at [contact@socialcareline.com](mailto:contact@socialcareline.com) so that CLG may determine whether a defect exists and for you to receive a return ticket number, which is required in your submission along with the returned item.

## **13. Advertisements and Other Commercial Content.**

In order to help CLG deliver advertising and other commercial content that is valuable to both you and our advertisers, you agree to the following:

1. You permit CLG to use your name, SCL account image or feedback in connection with commercial, sponsored, or related content that is served or enhanced by us.

2. We do not give your personally identifiable information to advertisers without your consent.
3. You agree and understand that CLG may not always identify paid services and communications as commercial content within SCL Services.
4. You agree to CLG's use of cookies on its websites and any mobile applications. Learn more in our Privacy Policy "Using Cookies" section.

#### **14. SCL Software Provisions.**

1. You agree that, from time to time, SCL software may automatically download and install upgrades, updates and additional features, or the software may prompt you to download and install upgrades, updates and additional features from CLG in order to improve, enhance, and further develop the software. Such software activities will occur if you download or use CLG software products, SCL applications on your computer, other devices, or SCL browser plugins.
2. Unless CLG grants you prior written permission, or you are expressly permitted to do so by an open source license agreement, you agree that you will not create derivative works of SCL source code, nor will you modify, decompile, or otherwise attempt to extract source code from SCL or SCL Services.
3. Any software made available to you under license for use by CLG in order to provide any SCL Services is subject to local and national protection from your infringing use by the terms of the software license agreement between you and CLG, as well as any applicable UK or US copyright and patent laws, regulations and rules, and by international treaty provisions. You may not engage in any infringing activity under the license or applicable intellectual property laws.

#### **15. Amendments.**

1. CLG will post a link to or announcement of any substantial change or amendment to this Agreement on SCL home page with 14 days of notice, unless CLG changes the Agreement for administrative reasons, legal reasons, or to correct an inaccurate statement.
2. By logging into your SCL account and continue use of SCL Services following any changes to this Agreement, your voluntary and continued use constitutes your acceptance of any amended terms herein.

#### **16. Termination; Survival.**

According to the terms of previous sections, with no more than 120-days' notice, you can terminate your SCL account or any SCL Service, and CLG can terminate your access at any time to all or part of SCL, SCL Services, and your SCL account if you violate the terms of this Agreement or otherwise create risk to CLG or possible legal exposure for CLG. CLG will notify you by email or when you subsequently attempt to log into your SCL account regarding the termination of your SCL account and any SCL Services. In the event of discontinuation,

termination or deletion of your SCL account and your user access, and in accordance with any applicable notice requirements, this Agreement shall terminate, but the following provisions relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, intellectual property licenses, billings and your obligation to pay for the SCL Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.

## **17. Dispute Resolution.**

**1. Informal Resolution of Disputes.** Our SCL Customer Care representatives can resolve most user concerns quickly and to the user's satisfaction. If you have a dispute or claim against us, you should first contact a SCL Customer Care representative by email to [customercare@socialcareline.com](mailto:customercare@socialcareline.com) and provide in detail, including documents or analysis supporting your position, the basis of your claim. SCL Customer Care representatives shall be provided with 14 days in which to research and respond to your claim. In the event your dispute or claim is not resolved to your satisfaction, you may seek other methods of dispute resolution.

## **2. ARBITRATION PROVISION.**

- 1. Your Right to Reject This Provision.** You may reject this Arbitration Provision and any prior arbitration agreement between you and CLG that you have not had a prior chance to reject ("Prior Arbitration Agreement") by mailing us, within 30 days after the date you accept this Agreement, a signed rejection notice which includes your name(s) and address(es) and states that you reject arbitration. The rejection notice must be sent to us at: CareLine Group Ltd, 25 Meer Street, Stratford-upon-Avon, Warwickshire, CV37 6QB, United Kingdom. Attn: Arbitration Rejection.
- 2. Covered Claims.** "Claim" means any claim, dispute or controversy whatsoever between you and CLG that in any way arises from or relates to this Agreement or any SCL Services or devices. However, "Claim" does not include any dispute about the validity, effect or enforceability of Section 17.4 (the "Class Action Waiver"). Any such dispute shall be resolved by a court and not by an arbitrator or arbitration Administrator.
- 3. Starting Arbitration.** In the event that submitting your concern for resolution with CLG according to Section 17.1 "Information Resolution of Disputes," arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is started by providing a written demand for arbitration to the other party. CLG will not demand to arbitrate an individual Claim that you brings against CLG in small claims court or, if you are a U.S. resident, in your state's equivalent court, if any. But in the event that your Claim is transferred, removed or appealed to a different court, CLG has the right to demand arbitration. Any other arbitration Administrator may be selected only by mutual agreement of the parties, or, another arbitration Administrator may be selected by a court. Notwithstanding the foregoing, no arbitration may be administered by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

3. **Forum Selection.** You agree to resolve any claim, cause of action or dispute (collectively “Claim”) which is unresolved after submitting the claim to CLG according to Section 17.1, “Informal Resolution of Disputes” and which cannot be resolved in accordance with the “ARBITRATION PROVISION” of Section 17.2, and which you have with CLG arising out of or relating to this Terms of Service Agreement or SCL, and you agree to submit to the personal jurisdiction of the courts for the purpose of litigating all such unresolved claims.

4. **CLASS ACTION WAIVER.** You agree to conduct any proceedings to resolve or litigate any dispute in any forum solely on an individual basis. Neither you, nor CLG, nor any other disputed party will seek to have any dispute heard as a private attorney general action, a class action, or in any other proceeding in which any party proposes to act or acts in a representative capacity. No proceeding or arbitration will be combined with any other without prior written consent of all parties to any and all affected arbitrations or proceedings. If this class action waiver is found to be illegal, invalid or unenforceable as to all or some parts of a dispute, then Section 17.4 will not apply to those parts, and instead, those parts will be severed from the action to proceed in a court of law, with the remaining parts proceeding according to these terms. If any other provision of Section 17.4 is found to be illegal, invalid or unenforceable, that provision will be severed with the remainder of Section 17.4 remaining in full force and effect.

## **18. Indemnification.**

1. If anyone brings a claim against us related to your actions, Content or Information on SCL or SCL Services and devices, you will indemnify and hold CLG, its corporate affiliates, and other third parties, harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claims. Although CLG provides rules for user conduct, we do not control or direct users’ actions on SCL and are not responsible for the Content or Information users transmit or share on SCL, or via SCL Services or devices. We are not responsible for any offensive, inappropriate, obscene, unlawful, intellectual property rights’ infringing, unauthorized underage, or otherwise objectionable user actions, Content or Information you may encounter on SCL or related to your use of SCL Services and devices. We are not responsible for the conduct, whether online or offline, or any user of SCL or its Services or devices.

2. **CLG MAKES REASONABLE EFFORTS TO KEEP SCL AND SCL SERVICES OR DEVICES OPERATIONAL, BUG-FREE, AND SAFE, BUT YOU HEREBY AGREE THAT YOU USE SCL AND SCL SERVICES AT YOUR OWN RISK. WE ARE PROVIDING SCL AND SCL SERVICES AND DEVICES AS-IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLG DOES NOT GUARANTEE THAT SCL OR SCL SERVICES AND DEVICES WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT SCL OR SCL SERVICES AND DEVICES WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. CLG IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF CORPORATE AFFILIATES OR OTHER THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.**

**WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR SCL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR SCL WILL NOT EXCEED THE GREATER OF ONE HUNDRED GBP (£100.00 GBP) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, CLG'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

#### **19. Users Located Outside of the United States and the United Kingdom.**

SCL's Services are designed to connect people who are separated by great distances. Sometimes these distances are global in scale. While CLG encourages use of SCL Services and devices within the United Kingdom and United States, CLG does not presently offer or provide technical support for its Service to customers located in any countries other than the United States and the United Kingdom. SCL Services are designed only for use by persons or entities whose primary residence or business address is in the United States or the United Kingdom. CLG's Services are designed to work generally with POTS telephone systems and unencumbered high-speed Internet connections. However, if the high-speed Internet connection you are using is outside of the United States or the United Kingdom, and/or if any of your internet service providers (ISPs) place restrictions on the usage of VoIP services, CLG does not represent or warrant that use of SCL, any SCL Service or SCL devices by you is permitted by any other jurisdictions or by any or all of the ISPs.

The following provisions apply to users who interact with SCL or any SCL Service or device while located outside of the United Kingdom:

1. CLG is registered in the United Kingdom (Company Number: 08418618) and the registered address is: 25 Meer Street, Stratford-upon-Avon, Warwickshire. CV37 6QB United Kingdom.
2. You consent and agree to have your personally identifiable information, Content, and other Data transferred to and processed in the United States and/or the United Kingdom.
3. If you use a SCL Service or device in a country other than the United States or United Kingdom, you agree that you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You agree that you will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use.
4. CLG reserves the right to disconnect and terminate all SCL Services immediately, and in its sole and absolute discretion, if CLG determines that you have used any SCL Service or device in violation of applicable laws, including, without limitation, laws of jurisdictions outside the United States or the United Kingdom. For example, if you use SCL or SCL Services while you are located in a country that is embargoed by the United States or the United Kingdom, you

agree that you will not engage in commercial activities using SCL Services or devices, including, but not limited to, advertising or receipt of payments. You agree that if you are prohibited from receiving services, software, devices, or other products that originated from the United States or the United Kingdom, you will not use SCL or SCL Services.

5. CLG is under legal duty to supply any and all SCL devices that are in conformity with this Agreement.

6. You accept responsibility for calculating and paying any local or national taxes and supplemental delivery charges in addition to our regular Service pricing and shipping charges as presented to you in our third-party, online checkout system during your SCL Service transactions.

7. You agree that you are solely liable for any and all use of a Service and/or SCL device, and for any person making use of the Service or device provided to you, whether you are located in the United States, United Kingdom, or another country or territory.

## **20. Fully Integrated Agreement.**

This Agreement, including any referenced terms (such as the SCL Privacy Policy), is the entire agreement between the parties and supersedes any prior agreements.

## **21. Severability of Sections.**

If any Section or portion of a Section of this Terms of Service Agreement is found to be invalid or unenforceable, the remaining Sections, as well as any remaining portions of the Section, will remain in full force and effect.

## **22. Waiver and Amendment.**

1. If CLG fails to enforce any portion of this Terms of Service Agreement, that action will not be considered a waiver of any terms herein.

2. Any amendment to or waiver of this Terms of Service Agreement must be made in writing and agreed to in writing by CLG and published on a CLG website before it may be valid, integrated, or enforceable.

## **23. Assignment and Transfer.**

1. You agree that you will not transfer any of your rights or obligations under this Terms of Service Agreement without written consent from CLG.

2. All of CLG's rights and obligations under this Terms of Service Agreement are freely assignable by us in connection with a sale of assets, acquisition, or merger, or by operation of law.

3. This Terms of Service Agreement does not confer any third-party beneficiary rights.

## **24. Other Provisions.**

1. Nothing in this Terms of Service Agreement shall prevent CLG from complying with the law.
2. You agree that when using or accessing SCL or SCL Services, you will comply with all applicable laws.
3. CLG reserves all rights not expressly granted to you.

## **25. Contact Us.**

1. If you have any questions or concerns about this Terms of Service Agreement or wish to provide us notice of intellectual property infringement, please send us an email message at [contact@socialcareline.com](mailto:contact@socialcareline.com).
2. If you have any questions or concerns about SCL or CLG Fees or Billing, please send us an email message at [contact@socialcareline.com](mailto:contact@socialcareline.com).
3. If you have any questions or concerns about any SCL Services or if you wish to cancel or terminate your service, please send us an email message at [contact@socialcareline.com](mailto:contact@socialcareline.com).
4. If you would like to notify CLG regarding a dispute resolution request, please send us an email message at [contact@socialcareline.com](mailto:contact@socialcareline.com).
5. CLG is registered in the United Kingdom (Company Number: 08418618) and the registered address is: 25 Meer Street, Stratford-upon-Avon, Warwickshire. CV37 6QB United Kingdom.

To review SCL's Privacy Policy, which contains information to help you understand how we collect and use information, visit the SCL home page at [www.socialcareline.com](http://www.socialcareline.com) and click on the "Privacy Policy" link.

Review the CLG Terms of Service Agreement by visiting the CLG home page at <http://www.socialcareline.com> and click on the "About" link.