



ESSENTIALS TERMS OF USE

This agreement (this “**Agreement**”), dated as of the date you agree to it, sets forth the agreement between Caregiving.com, Inc., a Delaware corporation, and its affiliates (collectively, the “**Company**”) and you, hereafter referred to as the “Agency,” to enhance caregiver support services in the community and improve the well-being of caregivers and older adults, hereafter referred to as the “Service”.

1. Roles and Responsibilities:

(a) The Agency:

(i) The Agency agrees to actively promote and endorse the Company's Caregiver Support Platform to caregivers within its network and the community.

(ii) The Agency will facilitate access to relevant caregiver support groups, workshops, and resources available on the platform, encouraging caregivers to participate and engage.

(iii) The Agency will provide Company with the necessary information, as per their policies, to facilitate the onboarding of caregivers onto the platform.

(iv) The Agency will collaborate with the Company in monitoring the effectiveness and impact of the platform on caregivers' well-being and satisfaction.

(v) The Agency will designate a point of contact to liaise with the Company for ongoing communication and support.

(b) 2.2 Company:

(i) Company will provide the Agency with access to its Caregiver Support Platform, enabling caregivers affiliated with the Agency to utilize the platform's resources and services.

(ii) Company will provide technical assistance and training to AAA staff on using and navigating the platform effectively.

(iii) Company will ensure the security and privacy of user data and adhere to all applicable data protection regulations.

(iv) Company will regularly update and maintain the platform, incorporating new features and improvements to enhance user experience.

(v) Company will offer ongoing customer support and assistance to AAA and its caregivers regarding platform-related queries.

(vi) Company will provide data and insights on platform usage, caregiver engagement, and feedback to the Agency to measure the impact of the services.

2. Terms of Service:

(a) Access to Caregiver Support Platform:

(i) The Agency will have access to the Company's Caregiver Support Platform for a duration of two (2) years, starting from the effective date of this agreement. Upon expiration of the initial term, this Agreement will automatically renew for successive one (1) year periods unless either party provides written



ESSENTIALS TERMS OF USE

notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

(ii) The platform access will be extended to caregivers registered with the Agency, allowing them to use the platform's resources and participate in support groups.

3. Data Privacy and Security:

(a) Both parties agree to maintain the confidentiality and security of any personal or sensitive information shared during the collaboration.

(b) Company will comply with all applicable data protection and privacy laws and will not share any user data with third parties without the explicit consent of users.

4. Termination:

(a) Either party may terminate this agreement by providing written notice to the other party at least thirty (30) prior to the intended termination date.

(b) Upon termination, the Agency will cease promoting the Caregiver Support Platform, and access to the platform will be revoked for caregivers registered through the Agency.

5. Compensation:

(a) The collaboration between the Agency and Company is based on a mutually beneficial relationship without financial obligations between the parties.

6. Amendments:

(a) Any amendments or modifications to this agreement shall be made in writing and require the consent of both parties.

7. Governing Law and Jurisdiction:

(a) This Agreement is governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the city of Columbus and the County of Franklin, Ohio, in any legal suit, action, or proceeding arising out of or related to this Agreement.

(b) This agreement constitutes the entire understanding between Agency and Company and supersedes all prior discussions, negotiations, and agreements, whether written or oral. These Terms and the terms and policies referenced herein constitute the entire agreement between the Agency and the Company with respect to the Service. These Terms supersede any prior representations, agreements, or understandings between Agency and Company, whether written or oral, with respect to the Service, including previous versions of the Terms.