

## **WeCareAdvisor Terms of Service**

The WeCareAdvisor software application (also referred to herein as "WeCareAdvisor" or "the Application") created by Drexel University and UC Davis for the purposes of a research study called the "*Efficacy of the WeCareAdvisor: An online Tool to help caregivers manage behavioral symptoms in persons with dementia Study*" (the "Study"). The Study's principal investigators are Dr. Laura N. Gitlin of Drexel University and Dr. Helen Kales of UC Davis.

The Application provides caregivers of people with dementia expert non-pharmacological advice on how to manage behaviors of the person cared for and caregiver stress. The Application includes educational resources for caregivers.

The suggestions in the Application are intended for guidance and not to replace advice or directions given by a physician, therapist, or other health or human service professional. Drexel University and UC Davis hereby disclaim liability for any injuries or damages resulting from or arising out of or in connection with the use of Application.

To that end, we provide you with these terms of service to advise you of the legal obligations you assume when you engage with the Application or use the services provided on the Application. These terms govern the use of the Application.

To the extent you are accessing or using the WeCareAdvisor Application on behalf of an individual, company or team, including without limitation by registering for an account on behalf of a company or team, your use of the WeCareAdvisor website is governed by the WeCareAdvisor Application terms.

## **1. The WeCareAdvisor Application Terms**

Please read these WeCareAdvisor Terms carefully before accessing or using the Application. These WeCareAdvisor Terms constitute an agreement between the WeCareAdvisor Study Research Team (“Research Team”) which includes the Study’s principal investigators, Drexel and UC Davis employees involved in the Study, and you and governs your permitted use of the WeCareAdvisor Application. By accessing or using the Application in any manner, including without limitation by downloading or using the WeCareAdvisor Application or registering for an account on the Application, you affirm that you have read, understand, and agree to be bound by these WeCareAdvisor Terms, as well as the WeCareAdvisor Privacy Policy. The Research Team reserve the right, at its discretion, to modify these WeCareAdvisor Terms at any time by posting revised WeCareAdvisor Terms in the WeCareAdvisor Application and by providing notice via e-mail, where possible. You shall be responsible for reviewing and becoming familiar with any such modifications. Your access to or use of the Application following such modification constitutes your acceptance of the terms and conditions of these WeCareAdvisor Terms as modified.

PLEASE BE AWARE THAT BY USING THE APPLICATION, EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE SECTION TITLED "MANDATORY ARBITRATION" BELOW, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND THE RESEARCH TEAM, AND/OR DREXEL UNIVERSITY/UC DAVIS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## **2. Contracts are Binding and Legally Enforceable**

As stated above, these WeCareAdvisor Terms constitute an agreement between Research Team and you and governs your use of the app. These WeCareAdvisor Terms do NOT govern the use of any our other websites or services that are not part of the WeCareAdvisor Application. In the event of any conflict between these WeCareAdvisor Terms and any such service or licensing agreements, these Terms shall prevail.

## **3. Access to the Application**

The Research Team will use reasonable efforts to make the Application available 24/7/365, but from time-to-time we will have scheduled outages for maintenance purposes and other upkeep. Where feasible, we may, in our sole discretion, make efforts to inform you about any outages and report on the nature and reason for any outages that may occur in an open and transparent manner, though we are under no obligation to do so, and in any case will not be liable for any downtime.

## **4. User Obligations**

- To access the Application you will need to register for an account as an individual and consent to these WeCareAdvisor Terms. If you do not consent to these WeCareAdvisor Terms, please do not download or use the WeCareAdvisor application. The Research Team reserves the right to refuse, suspend or terminate your access to the Application.
- Please review our [Privacy Policy](#), which explains how we will handle, process, and use your personal data, and with whom, and how we will share this data.

## **5. Content Permissions, Restrictions, and Creative Commons Licensing**

### **WeCareAdvisor Application Content**

The Application is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international covenants, and other copyright laws. Other than as expressly set forth in these WeCareAdvisor Terms, you may not copy, modify, publish, transmit, upload, participate in the transfer or sale of, reproduce (except as provided in this Agreement), create derivative works based on, distribute, perform, display, or in any way exploit any of the WeCareAdvisor Content, software, or materials in whole or in part.

### **6. Disclaimer of Warranties**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE RESEARCH TEAM, DREXEL UNIVERSITY, & UC DAVIS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THE RESEARCH TEAM, DREXEL UNIVERSITY, & UC DAVIS PROVIDES NO GUARANTEES THAT THE APPLICATION WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS AND PROVIDES THE SERVICES, AND ANY RELATED CONTENT OR PRODUCTS SUBJECT TO THESE WeCareAdvisor TERMS ON AN "AS IS" BASIS.

### **8. Indemnification**

You will indemnify and hold the Research Team, Drexel University, UC Davis, their, their employees, agents, consultant, contractors, partners, vendors and service providers (including,

without limitation, hosting and telecommunications providers) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your access to the Application, use of the Application or services made available on the Application, your violation of this Agreement, your infringement of any intellectual property right, or any third party use of your account.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RESEARCH TEAM, DREXEL UNIVERSITY, & UC DAVIS AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE APPLICATION OR SERVICES (I) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE, EVEN IF THE RESEARCH TEAM, DREXEL UNIVERSITY, & UC DAVIS OR THEIR AFFILIATES HAVE BEEN TOLD OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. NOTHING IN THIS LIMITATION OF LIABILITY SHALL PREVENT THE RESEARCH TEAM, DREXEL UNIVERSITY, & UC DAVIS RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF. NOTWITHSTANDING SUCH RIGHT OF EQUITABLE RELIEF, TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION OF LIABILITY OR EXCLUSION OF LIABILITY, SUCH LIMITATION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **10. General Provisions**

### **a. Assignment and Jurisdiction**

The Research Team reserves the right to assign our rights and obligations under these WeCareAdvisor Terms (in whole or in part) without your consent to a corporate affiliate, or in connection with a merger, acquisition, corporate restructure or reorganization, or due to the sale of all or substantially all of our assets.

### **b. Modifications**

The Research Team reserves the right, to modify or replace these WeCareAdvisor Terms, for any reason or to change, suspend, or discontinue access to the WeCareAdvisor Application any time by posting a notice. We will notify you of any changes to the WeCareAdvisor Terms or the WeCareAdvisor Application in the WeCareAdvisor Application by posting the Terms in the Application or by sending you notice via e-mail or by another appropriate means of electronic communication.

### **c. No Waiver**

Our failure to enforce any part of these WeCareAdvisor Terms shall not constitute a waiver of our right to later enforce that or any other part of these WeCareAdvisor Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these WeCareAdvisor Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

#### **d. Headings**

The section and paragraph headings in these WeCareAdvisor Terms are for convenience only and shall not affect their interpretation.