

## TERMS OF SERVICE

### OVERVIEW

Welcome to CARE2JOY! The terms “we”, “us” and “our” in this document refer to CARE2JOY. CARE2JOY operates a digital care-coordination application and website <https://Care2Joy.com/> (“**Platform**”) designed to support the operational management of home care and community based care services including all related information, content, features, tools, and services in order providing the recipients of Service with a curated nursing and healthcare services (the “**Services**”).

### THE SERVICES ARE NOT INTENDED FOR USE IN THE EVENT OF MEDICAL EMERGENCY.

The present Terms of Service (“**Terms**”) shall be applicable on the following:

- i. **Agencies** i.e. individuals / entities and their affiliates providing nursing and health care through nursing professionals.
- ii. **Caregivers** i.e. the nursing professionals providing home care through the Platform
- iii. **Care Recipients** i.e. end Consumer of the Services of Care2Joy, Agencies and Caregivers and authorized personnel acting on behalf of the Care Recipients.

The Agencies, Care Givers and Care Recipients shall individually and collectively be referred to as “**Customers**” or “**you**” as the case may be.

The below Terms describe your rights and responsibilities when you use the Services.

The brand CARE2JOY is owned and controlled by CARE2JOY WELLNESS SOLUTIONS PRIVATE LIMITED a company registered under the Companies Act 2013 having its registered place of business at 195 Chartered House Seat 3D, Ideal Homes Rajarajeshwarinagar Bangalore Karnataka India 560098.

By accessing and/or signing up on the Platform, you agree to be bound by these Terms. Please read these Terms carefully before accessing or using our Services. You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Platform is at your own risk and discretion.

By visiting, interacting with or using our Services, you agree to be bound by these Terms and our Privacy Policy [[LINK](#)]. If you do not agree to these Terms of Service or Privacy Policy, you should not use or access our Services.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE PLATFORM OR BY OPTING FOR ANY SERVICE ON OR THROUGH THE PLATFORM OR BY PROVIDING ANY CONTENT / INFORMATION / DATA ON THE PLATFORM, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE PLATFORM. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT ACCESS OR USE THE PLATFORM. IF YOU ACCEPT OR AGREE TO THESE TERMS 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 THESE TERMS AND IN SUCH EVENT “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

Care2Joy reserves the right, at sole discretion, to modify, discontinue or terminate the Platform or to modify these Terms, at any time. If we modify these Terms, the modified terms will be posted on the Platform, and we shall provide you with the notice of said modification. By continuing to access or use the Platform post 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 Platform.

## **CARE2JOY PLATFORM**

Care2Joy provides a digital care-coordination through its Platform designed to support the operational management including but not limited to (i) creating and maintaining records and bookings of home care visits, (ii) timely assigning care duties to appropriate caregivers, (iii) handling modifications and cancellations of visits by Care Recipients or individuals acting on behalf of Care Recipients, (iv) tracking and maintaining record of scheduled, completed, delayed or missed visits and taking required actions as may be required, (v) provide support for communication between Agencies, Care Givers and Care Recipients, and (vi) collect feedback. The application provides structured functionality for scheduling, visit tracking, communication, and feedback collection among authorized users.

## **ACCESS AND ACCOUNT**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, and you have given your consent to allow any of your minor dependents to access the Platform on devices you own, purchase or manage.

To use the Platform, including accessing or browsing our Platform or opting for Services, you may be asked to create an account by providing certain information, such as your name, email address, contact details, etc. You represent and warrant that all the information you provide in our Platform is correct, updated, and complete and that you have all rights necessary to provide this information.

You are solely responsible for maintaining the security of your account credentials and for all of your account activity. You may not transfer, sell, assign, or license your account to any other person.

Use of the Platform is available only to persons who can form legally binding contracts under the applicable law. Persons who are “incompetent to contract” including minors, un-discharged insolvents etc. are not eligible to use the Platform. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Platform and shall not transact on or use the Platform unless under supervision of legal guardian or parents on the Platform. CARE2JOY reserves the right to terminate your registration and / or refuse to provide you with access to the Platform if it is brought to CARE2JOY’s notice or if it is discovered that you are under the age of 18 years.

## **OUR SERVICES**

We have made every effort to provide an accurate representation of our Services in our online Platform. However, the Care Recipient understands and agrees that Service of Care2Joy are limited to the coordination of care between Agency and Caregivers with the Care Recipients and does not provide any warranty against any act / omission of the Agency and / or Care Givers. Further, the Care Recipients understand and agree that the Agencies and Care Givers are not the employees, agents, representatives or affiliates of Care2Joy and Care2Joy shall not be held responsible for any act / omission of Agencies and Care Givers. Care2Joy does not provide and does not claim to provide any form of medical advice, medical treatment, diagnosis or any such allied medical services. The information obtained on the Platform or through the Services of Care2Joy is for informational purpose only and not intended to offer medical advice. The

Customer agrees and acknowledges that the Software and Services hosted by Care2Joy are neither a medical or clinical device nor any software or device which assist in any manner in any medical procedures or a substitute for the professional judgment of a medical expert.

The Agencies and Care Givers understand and agree that no claim shall be made against Care2Joy for any act / omission of the Care Recipients. Further, Care2Joy shall have no indemnification obligations or liability in any manner or nature arising out of any claim including third party claim for patient harm, clinical outcomes, or regulatory non-compliance arising from Customer's operations.

### **VISIT SCHEDULES**

A Care Recipient schedule a visit, which shall be accepted at the discretion of CARE2JOY. CARE2JOY reserves the right to accept or decline your order for any reason at its sole discretion. A Care Recipient's order is not accepted until CARE2JOY confirms acceptance. We must receive and process a Care Recipient's payment before an order is accepted. A Care Recipient is required to review its order carefully before submitting, as CARE2JOY may be unable to accommodate cancellation requests after an order is accepted. In the event that we do not accept, make a change to, or cancel an order, we will attempt to notify you by contacting the e-mail, billing address, and/or phone number provided at the time the order was made.

Care Recipient represent and warrant that your purchases are for your own personal or household use and not for commercial resale or export.

### **PRICES AND BILLING**

Care2Joy offers a subscription-based software-as-a-service (SaaS) modal Platform where Agencies / Care Givers may apply register and pay a recurring subscription fees based on the number of active Care Recipients receiving service from the said Agencies / Care Givers. No fees / payment is charged to the Care Recipients.

Prices, discounts and promotions shall be decided as per the sole discretion of Care2Joy and are subject to change without notice. Unless otherwise expressly stated, posted prices do not include taxes and other additional charges.

We may offer, from time to time, promotions on the Services that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a

conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Agencies / Care Giver who register at the Platform agree to promptly update the account and other information, including email address, credit card numbers and expiration dates, so that Care2Joy can complete your transactions and contact the Agencies / Care Giver as needed.

Agencies / Care Giver represent and warrant that (i) the payment information provided is true, correct, and complete, (ii) Agencies / Care Giver are duly authorized to use such payment mode for the purchase, (iii) charges incurred by Agencies / Care Giver will be honored by respective banking company, and (iv) Agencies / Care Giver will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any.

Care2Joy is not liable for any delays / omissions in performance by Agencies / Care Giver which are sole responsibility of the said Agencies / Care Giver. Once Care2Joy transfers and assigns a Care Recipient details to the Agencies / Care Giver, all medical responsibility and liability in relation to the same passes on to the respective Agencies / Care Giver.

## **INTELLECTUAL PROPERTY**

Our Services, including but not limited to all trademarks, brands, text, displays, images, graphics, product reviews, video, and audio, and the design, selection, and arrangement thereof, are owned by CARE2JOY WELLNESS SOLUTIONS PRIVATE LIMITED, its affiliates or licensors and are protected by patent, copyright and other intellectual property laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Services without our prior written consent. Except as expressly provided herein, nothing in these Terms grants or shall be construed as granting a license or other rights to you under any patent, trademark, copyright, or other intellectual property of CARE2JOY or any third party. Unauthorized use of the Services may be a violation of

intellectual property laws. All rights not expressly granted herein are reserved by CARE2JOY.

CARE2JOY's names, logos, product and service names, designs, and slogans are trademarks of CARE2JOY WELLNESS SOLUTIONS PRIVATE LIMITED or its affiliates or licensors. You must not use such trademarks without the prior written permission of CARE2JOY WELLNESS SOLUTIONS PRIVATE LIMITED and its affiliates. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

### **OPTIONAL TOOLS**

You may be provided with access to tools offered by third parties as part of the Services, which we neither monitor nor have any control / input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new features through the Services (including the release of new tools and resources). Such new features shall also be deemed part of the Services and are subject to these Terms of Service.

### **THIRD-PARTY LINKS**

The Services may contain materials and hyperlinks to Platform provided or operated by third parties (including any embedded third-party functionality). We are not responsible for examining or evaluating the content or accuracy of any third-party materials or Platform you choose to access. If you decide to leave the Services to access these materials or third party sites, you do so at your own risk.

We are not liable for any harm or damages related to your access of any third-party websites, or your purchase or use of any products, services, resources, or content on any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products and services should be

directed to the third-party.

## **PRIVACY POLICY**

All personal information we collect through the Services is subject to our Privacy Policy, which can be viewed here [LINK]. By using the Services, you acknowledge that you have read these privacy policies.

## **FEEDBACK**

If you submit, upload, post, email, or otherwise transmit any ideas, suggestions, feedback, reviews, proposals, plans, or other content (collectively, "Feedback"), you grant us a perpetual, worldwide, sublicensable, royalty-free license to use, reproduce, modify, publish, distribute and display such Feedback in any medium for any purpose, including for commercial use. We may, for example, use our rights under this license to operate, provide, evaluate, enhance, improve and promote the Services and to perform our obligations and exercise our rights under the Terms of Service.

You also represent and warrant that: (i) you own or have all necessary rights to all Feedback; (ii) you have disclosed any compensation or incentives received in connection with your submission of Feedback; and (iii) your Feedback will comply with these Terms. We are and shall be under no obligation (1) to maintain your Feedback in confidence; (2) to pay compensation for your Feedback; or (3) to respond to your Feedback.

We may, but have no obligation to, monitor, edit or remove Feedback that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your Feedback will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary rights. You further agree that your Feedback will not contain libelous or otherwise unlawful, abusive or obscene Feedback, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Feedback. You are solely responsible for any Feedback you make and its accuracy. We take no responsibility and assume no

liability for any Feedback posted by you or any third-party.

## **ERRORS, INACCURACIES AND OMISSIONS**

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

## **PROHIBITED USES**

You may access and use the Services for lawful purposes only. You may not access or use the Services, directly or indirectly: (a) for any unlawful or malicious purpose; (b) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or harm any of our employees or any other person; (e) to transmit false or misleading information; (f) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms; (g) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; (h) to impersonate or attempt to impersonate any other person or entity; or (i) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm CARE2JOY or users of the Services, or expose them to liability.

In addition, you agree not to: (a) upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services; (b) reproduce, duplicate, copy, sell, resell or exploit any portion of the Services; (c) collect or track the personal information of others; (d) spam, phish, pharm, pretext, spider, crawl, or scrape; or (e) interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet; or (f) attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, by hacking, password "mining" or any other illegitimate means. We reserve the right to suspend, disable, or terminate your account at any time, without notice, if we determine that you have violated any part of these Terms.

## **TERMINATION**

We may terminate this agreement or your access to the Services (or any part thereof) in our sole discretion at any time without notice, and you will remain liable for all amounts due up to and including the date of termination.

The following sections will continue to apply following any termination: Intellectual Property, Feedback, Termination, Disclaimer of Warranties, Limitation of Liability, Indemnification, Severability, Waiver; Entire Agreement, Assignment, Governing Law, Privacy Policy, and any other provisions that by their nature should survive termination.

## **DISCLAIMER OF WARRANTIES**

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

EXCEPT AS EXPRESSLY STATED BY CARE2JOY, THE SERVICES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO CASE SHALL CARE2JOY, ITS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS OR LICENSORS, AND ITS AFFILIATES, BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY

KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE, INJURY, LOSS OF PROFITS, LOST REVENUE, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS DEATH OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICES OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless CARE2JOY and our affiliates, partners, officers, directors, employees, agents, contractors, licensors, and service providers from any losses, damages, liabilities or claims, including reasonable attorneys' fees, payable to any third party due to or arising out of (1) your breach of these Terms of Service or the documents they incorporate by reference, (2) your violation of any law or the rights of a third party, or (3) your access to and use of the Services.

We will notify you of any indemnifiable claim, provided that a failure to promptly notify will not relieve you of your obligations unless you are materially prejudiced. We may control the defense and settlement of such claim at your expense, including choice of counsel, but will not settle any claim requiring non-monetary obligations from you without your consent (not to be unreasonably withheld). You will cooperate in the defense of indemnified claims, including by providing relevant documents.

### **SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **ENTIRE TERMS**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and governs your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### **ASSIGNMENT**

You may not delegate, transfer or assign this Agreement or any of your rights or obligations under these Terms without our prior written consent, and any such attempt will be null and void. We may transfer, assign, or delegate these Terms and our rights and obligations without consent or notice to you.

### **GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India territorial courts in the jurisdiction of Bangalore, India. You and CARE2JOY consent to venue and jurisdiction of such courts.

### **HEADINGS**

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **GENERAL**

The failure of CARE2JOY to enforce any right or provision of these Terms will not constitute a waiver of future enforcements of that rights 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 CARE2JOY. 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 of otherwise.

## CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, in our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our Platform periodically for changes. We will notify you of any material changes to these Terms in accordance with applicable law, and such changes will be effective on the date specified in the notice. Your continued use of or access to the Services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [talktask@geoagilesolutions.com](mailto:talktask@geoagilesolutions.com).

Our contact information is posted below:

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