



eCare Vault, Inc. Terms of Service

Last updated: May 1st, 2023

Introduction

eCare Vault, Inc. (“**eCare Vault**,” “**we**,” “**us**,” or “**our**”) provides a combination of modular technology solutions and expert advisory services to support public sector entities and their constituents. eCare Vault may work with such entities in one of three ways, or all: (1) by supporting employees with workplace well-being and skills and career progression, (2) by supporting clients and families with collaboration tools for empowerment, transition, skills training, and self-sufficiency (collectively, the “**Program**”), and/or (3) by supporting students’ well-being with collaboration tools and supports. The Program is sponsored by the entity with which you are associated (the “**Sponsor**”), either as an employee, client, or family member.

The Program provides you with a personalized digital platform for managing your Program participation that you can access through our website or mobile application. You may collaborate with certain individuals associated with your Sponsor (the “**Team Captains**”) and provide or obtain certain services from others associated with your Sponsor. The digital and non-digital components of the Program are collectively referred to as the “**Service**” or “**Services**.” By registering as an eCare Vault participant or otherwise accessing our Services, you are entering into a legally binding contract with us. The following Terms of Service (these “**Terms**”) govern your access to and use of our Services.

In certain cases, you will be managing Program participation on behalf of other individuals (see below, “**Creating User Account/Managing Participation on Behalf of Others**”).

Before accessing our Services, you acknowledge that you have read and understand these Terms, and that you agree to be bound by them. If you do not agree to be bound by these Terms, do not use or access our Services.

Eligibility and Activities

By registering for our Program or otherwise accessing our Services, you agree that any information you provide to us in connection with your account registration is accurate and complete and that eCare Vault may use such information to provide our Services.

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Attempt to obtain unauthorized access to or interfere with our Service, any eCare Vault computer system, software or network, including through reverse engineering, decompiling, deriving source



code or uploading malicious code or code snippets.

- Introduce into our Service any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Reveal any confidential, proprietary or other information you are required to keep secret.
- Reveal, access, delete or alter any personal information about another participant, unless you are specifically authorized to do so.
- Use the Service for any advertising, soliciting, junk or bulk messaging (“spamming”), chain letters, any form of lottery or gambling, or any pyramid scheme or other similar venture.

Privacy Notice

Your access to and use of our Services is also conditioned on your acceptance of our [\[link: Privacy Notice\]](#), which describes our policies and procedures on the collection, use and disclosure of your personal information when you use our Service. The Privacy Notice describes your privacy rights, and we encourage you to read it carefully before using our Service.

Medical Advice and Health Care Services

We do not provide medical advice, and our Services are not a replacement for medical, psychological or other health care diagnosis or treatment. Our Services are provided for informational purposes only, and we advise you to seek the guidance of a physician or other qualified health care professional to treat any medical or psychological conditions. We are not liable for any diagnostic or treatment decision you make in reliance on any information provided through our Services.

Should any unexpected medical event occur while you are participating in the Program, please seek medical advice, diagnosis or treatment without delay. Your reliance on any information made available through your participation in the Program is solely at your own risk.

User Accounts

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

In addition to creating an account with credentials you enter directly on our platform, you may use your social media account, such as Google, Microsoft or LinkedIn (collectively, “**Social Media Account**”) for initial registration and authentication. By associating the Service with your Social Media Account, you are granting permission for eCare Vault to use your Social Media Account provider for registration and authentication services using your Social Media Account information. At no point during registration or authentication, or during your use of eCare Vault while logged in with your Social Media Account, will eCare Vault share any information you create or upload to the Service with the Social Media Account provider.

Regardless of how you access the Services, you are responsible for safeguarding the credentials you use to access the Service and for any activities or actions under your credentials.



You agree not to disclose your credentials to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Care Teams and Communicating with Team Members and Others

You have the option to accept an invitation to join a team ("Care Team") with other members in your organization. If you elect to do so, the Team's Captain or Co-captains may invite others to join the Care Team ("Team Members"). You may choose to exit a Care Team at any time.

The Program includes a variety of ways you may be able to communicate with other Team Members, including group discussions and communications, photos, and other similar communication channels ("Communication Channels"). Whenever you communicate using any Communication Channel you agree to follow these engagement rules:

1. You are prohibited from sharing any information about other Team Members outside of the Care Team without the prior written consent of such Team Member.
2. Respect other Team Members and avoid posting comments which are offensive to others. Material that is defamatory, discriminatory, racist, sexist or otherwise offensive is not welcome.
3. Avoid posting comments or stories that may be considered 'spam', including overly repetitive messages.
4. Only post content relevant to the spirit of the Program. We believe in freedom of expression, but you should be responsible and mature in your participation.
5. Keep in mind that posting any of the following types of comments is strictly prohibited and may be grounds for termination of your Account and may be reported to your Sponsor, depending on the gravity of the circumstances:
 - a. comments that threaten, harass or bully another person;
 - b. personal or confidential information of anyone other than yourself;
 - c. sharing another Team Member's personal information;
 - d. links that might be considered spam;
 - e. nudity, pornography or profanity;
 - f. misleading information;
 - g. deceptive conduct;
 - h. comments that encourage or incite violence; and
 - i. any content to which you do not own the intellectual property rights.

We are under no obligation to monitor or administer the Communication Channels; however, we retain the right to delete any posts or comments that do not meet the above criteria, and take further action, as we deem necessary, to prevent future incidents. Please notify us at help@ecarevault.com if you are concerned another Team Member has violated these rules.



Creating User Account/Providing Information on Behalf of Others

In certain cases, you will be managing Program participation on behalf of other individuals (for example, if you are a case manager employed by a Sponsor, and you create accounts for the individuals to whom you provide services (“**Service Recipients**”). In such circumstances, you and your Sponsor are solely responsible for obtaining all necessary authorizations and consents from the Service Recipients required under all applicable privacy laws for the collection, international transfer (if applicable) and subsequent disclosure of such the Service Recipients’ personal data, including with a Care Team you join on behalf of such Care Recipient. You acknowledge and agree such authorizations and consents will be obtained prior to you creating an account or disclosing any information about a Care Recipient.

Communications From Us

You may receive communications from us, and by accepting these Terms, you authorize us to communicate with you related to your participation in the Program. If your Program participation is associated with a Sponsor, please contact your Sponsor to update your communication preferences. Otherwise, please contact us at help@ecarevault.com to update your preferences.

Intellectual Property

eCare Vault Ownership Rights

All content and resources used in our Program, as well as our website, mobile app, and their content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such materials, and are protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The name eCare Vault and any of our logos and product and service names are our exclusive trademarks and are owned by us, and you may not use or display such trademarks in any manner without our prior written permission. Any third-party trademarks or service marks displayed on the Services are the property of their respective owners. Your use of the Services grants you no right to reproduce, license or otherwise use any such trademarks, logos or other proprietary marks.

Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicensable license to access the Service as set forth in these Terms and only as permitted by the features of the Service. Any other use of the Service is strictly prohibited and a violation of these Terms.

If you provide us with any idea, recommendation or other suggestion regarding possible corrections, changes, improvements or extensions related to the Service or the Program (collectively, “Feedback”), you represent such Feedback is your own and does not contain any confidential or proprietary information, and you grant us a non-exclusive, transferable, irrevocable, royalty-free world right license to use, modify and make derivative works of the Feedback.

Copyright



We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the Service infringes a copyright or other intellectual property infringement of any person.

The Digital Millennium Copyright Act (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by eCare Vault infringe your copyright or trademark rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that you claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at help@ecarevault.com. Upon receipt of a notification, we will take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged content from the Service.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.



Disclaimers and Limitation of Liability

Warranty Disclaimer

We do not make any specific promises about the Program or our Services made available to you. Our Services are provided "AS IS" and "WITH ALL FAULTS." To the extent permitted by law, we expressly disclaim all warranties and conditions with respect to all equipment, software, goods and services, either express or implied or statutory, including but not limited to the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

Limitation of Liability

Notwithstanding any damages that you might incur, you agree that in no event shall we be liable to you for any business losses, and any liability we may incur for losses you suffer arising from this Agreement shall not exceed \$100 and is strictly limited to losses that were reasonably foreseeable.

To the maximum extent permitted by applicable law, in no event shall we or our related parties be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if we have been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Indemnity

You agree to indemnify and hold harmless eCare Vault, its affiliates, officers, agents, employees, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) your failure to comply with these Terms; (ii) your use of the Service and (iii) any material you post or communicate through the Service.

Data Storage/International Use of Service

The Service originates in the United States, and your data will be maintained and stored in the United States. The Service may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Service may be subject to the import and export laws of other countries. For users located outside of the United States, you hereby expressly consent to the transmission, collection, storage, processing and use of your data within, from and to the United States, in addition to the country where you are located. We make no representation that the Service is accessible, appropriate or legally available for use in locations outside the United States, and accessing and using the Service is prohibited from territories where doing so would be illegal. If you access or use the Service from other locations, then you do so at your own initiative and risk and are solely responsible for compliance with local laws.

Governing Law and Dispute Resolution



These Terms and the Service, as well as all related disputes, are governed by the laws of the State of Massachusetts, without giving effect to its conflict of law provisions, regardless of from where you access the Service. You agree that the exclusive place of jurisdiction for all disputes or claims relating to the Service and/or these Terms is a state or federal court of competent jurisdiction located in Massachusetts.

You agree any cause of action or claim you may have arising out of or relating to these Terms or the Service must be commenced within one (1) year after the cause of action accrues.

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right to modify these Terms and any policies applicable to your use of the Service at any time in our sole discretion. When we make a change, we will post the updated Terms to the Service with a new "Effective Date." We may also provide notification of changes in another way that we believe is reasonably likely to reach you, such as by e-mail (if you have an account where we have your contact information) or another manner through the Service. Any modifications to these Terms will be effective upon posting or as otherwise indicated at the time of posting. In all cases, by continuing to use the Service after posting of the updated Terms, you are consenting to the changes.

Entire Agreement

These Terms of Service constitute the entire, complete and exclusive agreement between you and us regarding your use of the Service and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Contact Us

If you have any questions about these Terms, you can contact us at help@ecarevault.com.