



Arrival Care, LLC Terms of Service

The following terms of service (these “Terms of Service”), govern your access and use of the Arrival Care website and mobile application, including any content, functionality and services offered on or through WEBSITE or the Arrival Care mobile application (the “Site”) by Arrival Care LLC and any of its subsidiaries which are collectively referred to hereto as “Arrival Care” “we” or “us” and “you” or “user” means you as a user of the Site which can be either Nurse or a Patient.

Please read the Terms of Service carefully before you start to use the Site. **By using the Site or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at <https://arrivalcare.com/privacy-policy>, incorporated herein by reference.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Site.

This Site is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions and who are either registered nurses or patients seeking nursing services. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

1. Changes to the Terms of Service.

- 1.1. We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter.
- 1.2. Your continued use of the Site following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2. Key Terms.

- 2.1. “Account” means a profile created through the Application and used by a Nurse to access the Platform.
- 2.2. “Application” means the web application and mobile software applications (iOS and/or Android) through which a Nurse accesses the Platform.
- 2.3. “Nurse” means a service provider operating an independent business, who uses the Application to access the Platform in order to receive access to Patient Service Requests.
- 2.4. “Patient(s)” means a patient using the Platform to request service providers to fill one-time and/or recurring local nursing opportunities.
- 2.5. “Patient Request” means a request for Services posted on the Platform by a Patient.
 - 2.5.1. “Open Patient Request” means a Patient Request that has not been accepted by a Nurse.
 - 2.5.2. “Patient Engagement” means a Patient Request that a Nurse has accepted and for which the Nurse has agreed to perform Services.



- 2.6. “Platform” means the online and mobile platform developed and maintained by the Company on which Patients connect with Nurses.
- 2.7. “Services” means the services provided by a Nurse to a Patient pursuant to a Patient Engagement.
- 2.8. “Service Provider” means a Nurse operating an independent business who uses the Application to access the Platform in order to receive access to Patient Requests.

3. Services

- 3.1. The Services enable you and other Patients to find, request, or receive (i) Service Provider from a third party, including but not limited to Registered Nurse (RN), License Practical Nurse (LPN), Licensed Vocational Nurse (LVN), Advanced Practice Registered Nurse (APRN), Certified Nursing Assistance (CNA); (ii) certain supporting services, including providing you the ability to express your certain needs or preferences about the Service Provider, payment processing and customer support. Unless otherwise agreed by Arrival Care in a separate written agreement with you, these Services are made available solely for your personal, noncommercial use.
- 3.2. Once you submit a request, Arrival Care notifies Service Providers of the available opportunity to fulfill your request. It is up to the Service Providers to choose whether to offer the Patient Services, and it is up to you to decide whether to accept services from a Service Provider. Please note that once your request for Services has commenced, the option to reschedule or cancel may no longer be available. If Arrival Care is able to reschedule or cancel your request, you may incur a fee and/or may not receive a refund for items that have already been purchased on your behalf.
- 3.3. App Store. The availability of the Services may depend on the third-party platform from which you obtained the Arrival Care App, such as the Apple iPhone or Android app stores ("App Store"). These Terms are between you and Arrival Care, not with the App Store, and Arrival Care is responsible for providing the Services as described in these Terms. However, if you downloaded the Arrival Care App from the Apple App Store, Apple and its subsidiaries are considered third-party beneficiaries of these Terms. By accepting these Terms, you grant Apple the right (and Apple will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary. These Terms incorporate by reference Apple's Licensed Application End User License Agreement, in which you are considered the "end-user." In the event of any conflict between the Licensed Application End User License Agreement and these Terms, these Terms shall prevail.
- 3.4 Independent Contractor Relationship. Nurses are independent contractors and not employees, agents, partners, or joint venturers of Arrival Care. Arrival Care does not control the manner or means by which Nurses perform Services. Arrival Care is not responsible for the actions, omissions, errors, or conduct of any Nurse, and makes no representations regarding the qualifications, credentials, background, or suitability of any Nurse. Patients assume all risk associated with engaging a Nurse through the Platform.
- 3.5 Clinical Disclaimer. Arrival Care is a technology platform that facilitates connections between Patients and Nurses. Arrival Care does not provide nursing services, medical advice, clinical training, or any form of healthcare. Arrival Care expressly disclaims all responsibility for the clinical quality, safety, appropriateness, or outcome of any nursing services rendered by a Nurse to a Patient. Each Nurse is solely responsible for complying



with all applicable professional standards, state nursing practice acts, and licensing requirements in the jurisdiction where services are rendered.

3.6 Nurse Qualification Requirements. To access the Platform as a Nurse, you represent and warrant that you: (i) hold a current, valid, and unrestricted nursing license in good standing in each state in which you provide Services; (ii) are not subject to any disciplinary action, license suspension, or license revocation by any state nursing board or other regulatory authority; (iii) are strongly recommended, but not currently required, to carry professional liability (malpractice) insurance in amounts customary for your nursing specialty and license type; and (iv) have successfully uploaded all required credentialing documentation, including a valid government-issued driver's license, current auto insurance, a valid Basic Life Support (BLS) card, and a current RN license in good standing, and have completed identity verification through Arrival Care's designated identity verification provider. Arrival Care reserves the right to require documentation of any of the foregoing at any time and to remove any Nurse from the Platform who fails to meet these requirements..

4. Fees.

4.1. Fees and Expenses. In consideration of the provision of the Services by Service Provider and the rights granted to Patient under this Agreement, Patient shall pay the fees set forth in Section 3.2.1. Payment to Service Provider of such fees pursuant to this Section 3 will constitute payment in full for the performance of the Services, and Patient shall not be responsible for paying any other fees, costs, or expenses.

4.2. Time and Materials. Where the Services are provided on a time and materials basis:

4.2.1. the fees payable for the Services will be calculated in accordance with the Service Provider's hourly fee rates as provided at the time of healthcare service;

4.2.2. Service Provider shall keep a recording time spent on the Services through the Company's Mobile Platform.

4.2.3. Service Provider shall maintain complete and accurate records relating to the provisions of the Services under these Terms of Service.

4.3. Nurse Payment. Nurses will receive payment for completed Services net of Arrival Care's platform service fee. Payment for completed and eligible Patient Engagements will be disbursed to the Nurse's designated bank account via Stripe on a biweekly basis (every two weeks), subject to any holds, adjustments, or delays required for dispute resolution, chargebacks, payment processing, or compliance review. Arrival Care is not responsible for delays caused by Stripe, the Nurse's bank, or any other financial institution.

4.4. Cancellation Policy.

4.4.1. Patient Cancellations. Patients may cancel a confirmed Patient Engagement at no charge up to twenty-four (24) hours before the scheduled start time. Cancellations made less than twenty-four (24) hours before the scheduled start time may be subject to a cancellation fee equal to one (1) hour of the applicable Service rate. No refund will be issued for cancellations after a Service has commenced. Visits may be booked for a minimum of one (1) hour up to twelve (12) hours per day and are scheduled in one (1)-hour increments only.

4.4.2. Nurse Cancellations. A Nurse who cancels a confirmed Patient Engagement less than 24 hours before the scheduled start time may be subject to account penalties, including temporary suspension from the Platform. Repeated cancellations may result in permanent



removal from the Platform.

4.4.3. **Extended Visit Policy.** If care is needed beyond the scheduled visit end time, the Nurse may, in their professional discretion, extend the visit as reasonably necessary to support patient safety, safe handoff, continuity of care, or transition of care. Any additional time beyond the originally scheduled visit duration will be billed in fifteen (15)-minute increments at the applicable incremental rate then in effect. Visit extensions are not guaranteed and may depend on Nurse availability, patient needs, and clinical circumstances. Rates applicable at the time of booking apply to the originally scheduled visit and may differ for future visits. By booking a visit, you acknowledge that you have reviewed and understand Arrival Care's cancellation and extended visit policy.

4.5. **Refund Policy.** Except as set forth in Section 4.5, all fees are non-refundable once a Service has commenced. If you believe you have been charged in error, please contact us at support@arrivalcare.com within 30 days of the charge. Arrival Care will investigate and, where an error is confirmed, issue a refund within 10 business days. Refund determinations are made at Arrival Care's sole reasonable discretion.

4.6. **Payment Disputes Between Patients and Nurses.** All payment disputes must be submitted to Arrival Care at support@arrivalcare.com. Arrival Care will review the dispute and may withhold disbursement to the Nurse pending resolution. Arrival Care's determination of payment disputes is final and binding as between the parties for purposes of Platform transactions, though nothing herein limits either party's right to seek relief through binding arbitration as set forth in Section 19.

5. Accessing the Site and Account Security.

5.1. We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Site or the entire Site.

5.2. You are responsible for both:

5.2.1. Making all arrangements necessary for you to have access to the Site.

5.2.2. Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Service and comply with them.

5.3. To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our *Privacy Policy* <https://arrivalcare.com/privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

5.4. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person



with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

- 5.5. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

6. User Conduct

6.1. Patient and Service Provider's Conduct

6.1.1. In addition to complying with these Terms, you agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not access or use the Services to cause nuisance, annoyance, inconvenience, damage, or loss to Arrival Care, the Patient, the Service Provider, or any other party.

6.1.2. Nurses are solely responsible for complying with all applicable state nursing practice acts, board of nursing regulations, professional licensing requirements, and mandatory reporting obligations (including obligations to report suspected abuse, neglect, or exploitation of patients or vulnerable adults) in the jurisdiction where Services are rendered. Arrival Care assumes no responsibility for a Nurse's failure to comply with such requirements.

6.1.3. Nurses must comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including but not limited to the Privacy Rule (45 C.F.R. Part 164, Subpart E) and Security Rule (45 C.F.R. Part 164, Subpart C), with respect to any protected health information ("PHI") accessed in connection with Services rendered through the Platform. Nurses must not retain, copy, store, or transmit PHI outside of the Platform except as required by applicable law or the direct care of the Patient.

6.2. Communications

6.2.1. By creating an Account, you electronically agree to accept and receive communications from Arrival Care, Service Providers, Patients, or third parties providing services to Arrival Care, including via email, text message, WhatsApp, phone calls, in-app communications, and push notifications to the telephone number(s) or email address(es) you provided to Arrival Care. These communications may include those generated by automatic telephone dialing systems and/or prerecorded or automated messages sent by or on behalf of Arrival Care and/or Service Providers, including communications related to requests placed through your Account on the Services. Message and data rates may apply. For more information on how Arrival Care may contact you, please refer to our Privacy Notice.

6.2.2. You can modify your notification preferences by accessing the Settings in your Account. To opt out of receiving text messages from Arrival Care, reply "STOP" from the mobile device receiving the messages. Please note that text messages between Patients and Service Providers are considered transactional, not promotional. You



acknowledge that opting out of all communications may affect your ability to use the Services. However, if Arrival Care suspects fraud or unlawful activity on your Account, we may contact you using any of the contact information you provided, including via text or voice-recorded message.

- 6.2.3. Email Communications. Transactional emails (such as booking confirmations, account notices, and receipts) are required for use of the Services and cannot be opted out of while your account is active. If Arrival Care sends marketing or promotional emails in the future, each such email will include an unsubscribe link in accordance with the CAN-SPAM Act

7. Ownership; License; Intellectual Property Rights.

- 7.1. The Services, along with all rights, titles, and interests, including all related intellectual property rights, are and shall remain the property of Arrival Care or its licensors. These Terms do not constitute a sale and do not grant you any rights to or in the Services or any intellectual property owned by Arrival Care or its licensors, except for the limited license provided herein.
- 7.2. Subject to your compliance with these Terms, Arrival Care grants you a limited, non-exclusive, non-sublicensable, revocable, and non-transferable license to: (i) access and use the Arrival Care App solely in connection with your use of the Services on your personal device; and (ii) access and use any content, information, and related materials made available through the Services, solely for your personal, non-commercial use. All rights not expressly granted herein are reserved by Arrival Care and its licensors. You agree not to use Arrival Care's copyrights, trademarks, service marks, or trade dress, except as incidental to your use of the Services, without express written permission from Arrival Care. This prohibition includes the use of such marks in domain names, websites, and social media accounts. You may not: (i) remove any copyright, trademark, or other proprietary notices from any part of the Services; (ii) reproduce, modify, create derivative works from, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Services except as expressly permitted by Arrival Care; (iii) decompile, reverse engineer, or disassemble the Services except where permitted by applicable law; (iv) link to, mirror, or frame any part of the Services; (v) initiate or launch any programs or scripts that unduly burden or interfere with the operation or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or related systems or networks.
- 7.3. The Site and its entire contents, 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 the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 7.4. These Terms of Service permit you to use the Site for your personal, non-commercial use only. 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 Company's Site, except as follows:
- 7.4.1. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.



- 7.4.2. You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - 7.4.3. You may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
 - 7.4.4. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
 - 7.4.5. If we provide *social media features* with certain content, you may take such actions as are enabled by such features.
- 7.5. You must not:
- 7.5.1. Modify copies of any materials from this site.
 - 7.5.2. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
 - 7.5.3. Take any Patient information from the application and must abide by all applicable Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) policies.

8. Trademarks

- 8.1. The Company name, the terms Arrival Care, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

9. Prohibited Uses

- 9.1. You may use the Site only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Site:
 - 9.1.1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
 - 9.1.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
 - 9.1.3. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Service.
 - 9.1.4. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
 - 9.1.5. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
 - 9.1.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment



of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

9.2. Additionally, you agree not to:

- 9.2.1. Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- 9.2.2. Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- 9.2.3. Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- 9.2.4. Use any device, software, or routine that interferes with the proper working of the Site.
- 9.2.5. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- 9.2.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- 9.2.7. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- 9.2.8. Otherwise attempt to interfere with the proper working of the Site.

10. User Contributions

- 10.1. The Site may contain message boards, chat rooms, profiles, forums, bulletin boards, Patient communication, Nurse communication and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site.
- 10.2. All User Contributions must comply with the Content Standards set out in these Terms of Service.
- 10.3. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.
- 10.4. You represent and warrant that:
 - 10.4.1. You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
 - 10.4.2. All of your User Contributions do and will comply with these Terms of Service.
- 10.5. You understand and acknowledge that you are responsible for any User Contributions



you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

10.6. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

11. Monitoring and Enforcement; Termination

11.1. We have the right to:

11.1.1. Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

11.1.2. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for the Company.

11.1.3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

11.1.4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.

11.1.5. Terminate or suspend your access to all or part of the Site for [any or no reason, including without limitation,] any violation of these Terms of Service.

11.2. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

11.3. However, we do not undertake to review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities or Service described in this section.

12. Content Standards

12.1. These content standards apply to any and all User Contributions and use of any Interactive Services such as Nurse and/or Patient chats within the Site. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must **not**:

12.1.1. Contain any material that is defamatory, obscene, indecent, abusive, offensive,



harassing, violent, hateful, inflammatory, or otherwise objectionable.

- 12.1.2. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- 12.1.3. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- 12.1.4. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy <https://arrivalcare.com/privacy-policy>.
- 12.1.5. Be likely to deceive any person.
- 12.1.6. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- 12.1.7. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- 12.1.8. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- 12.1.9. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- 12.1.10. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- 12.1.11. Contain any protected health information (PHI) of any patient, or any information that could be used to identify a specific patient.

13. Copyright Infringement

- 13.1. If you believe that any User Contributions violate your copyright, please see our Copyright Policy <https://arrivalcare.com/privacy-policy> for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

14. Changes to the Site

- 14.1. We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

15. Information About You and Your Visits to the Site

- 15.1. All information we collect on this Site is subject to our Privacy Policy <https://arrivalcare.com/privacy-policy>. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

16. Geographic Restrictions

- 16.1. The owner of the Site is based in the State of Arizona in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the



Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Disclaimer of Warranties

17.1. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DISCLAIMERS EXTEND TO THE CLINICAL SERVICES PROVIDED BY NURSES THROUGH THE PLATFORM. ARRIVAL CARE MAKES NO WARRANTY REGARDING THE QUALIFICATIONS, COMPETENCE, OR SUITABILITY OF ANY NURSE AND IS NOT LIABLE FOR ANY ACT OR OMISSION OF ANY NURSE IN THE PROVISION OF NURSING SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



18. Limitation of Liability

18.1. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ARRIVAL CARE, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITE, ANY CONTENT ON THE SITE, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

18.2. IN NO EVENT SHALL ARRIVAL CARE'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR YOUR USE OF THE PLATFORM EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO ARRIVAL CARE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100.00).

18.3. THE LIMITATION OF LIABILITY SET FORTH ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM ARRIVAL CARE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. Indemnification

19.1. You agree to defend, indemnify, and hold harmless Arrival Care, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (a) your violation of these Terms of Service;
- (b) your use of the Platform, including any Services you request or provide;
- (c) your User Contributions or any content you post or transmit through the Platform;
- (d) your violation of any third-party rights, including intellectual property rights or privacy rights;
- (e) your violation of any applicable law or regulation, including HIPAA and applicable state nursing practice acts; or
- (f) any claim by a Patient or Nurse arising from your conduct in connection with a Patient Engagement.



19.2. Arrival Care reserves the right, at your expense, to assume exclusive control of the defense and settlement of any matter for which you are required to indemnify Arrival Care. You agree to cooperate with Arrival Care's defense of such claims.

20. Governing Law and Jurisdiction

20.1. All matters relating to the Site and these Terms of Service, and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule.

20.2. Subject to the arbitration provisions in Section 21, any legal suit, action, or proceeding arising out of or related to these Terms of Service or the Site shall be instituted exclusively in the federal or state courts located in Maricopa County, Arizona. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. Arbitration and Class Action Waiver

21.1. Agreement to Arbitrate. Except as set forth in Section 21.4, any dispute, claim, or controversy arising out of or relating to these Terms of Service or the Platform, including disputes arising from their interpretation, violation, invalidity, non-performance, or termination ("Dispute"), shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules.

21.2. Arbitration Procedures. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16. The substantive laws of the State of Arizona shall apply. The arbitration shall be conducted by a single neutral arbitrator selected in accordance with AAA rules in Maricopa County, Arizona, unless the parties agree otherwise. Each party shall be responsible for its own costs and fees, unless otherwise awarded by the arbitrator.

21.3. Class Action Waiver. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF A CLASS ACTION.

21.4. Exceptions to Arbitration. Either party may bring an action in court seeking injunctive or equitable relief for intellectual property infringement, or to compel compliance with this arbitration provision. Either party may also bring claims in small claims court if the claims qualify.

21.5. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. General Provisions



22.1. Waiver and Severability. No waiver by the Company of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. If any provision of these Terms of Service is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be limited to the minimum extent necessary such that the remaining provisions will continue in full force and effect.

22.2. Entire Agreement. These Terms of Service, together with our Privacy Policy at <https://arrivalcare.com/privacy-policy>, constitute the entire agreement between you and Arrival Care with respect to the Platform and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and Arrival Care regarding the Platform.

22.3. Force Majeure. Arrival Care shall not be liable for any failure or delay in performing its obligations when such failure or delay results from circumstances beyond Arrival Care's reasonable control, including acts of God, natural disasters, pandemics, power outages, cyberattacks, government orders, or failures of third-party service providers.

22.4. Assignment. You may not assign or transfer these Terms of Service or any rights or obligations hereunder without Arrival Care's prior written consent. Arrival Care may assign these Terms of Service without restriction.

22.5. Notices. All notices to Arrival Care under these Terms must be sent in writing to support@arrivalcare.com. Arrival Care may provide notices to you via the email address associated with your account or via in-app notifications.

Contact Information

Questions about these Terms of Service should be directed to:

Arrival Care, LLC

Email: support@arrivalcare.com

Website: <https://arrivalcare.com>