Care Daily Terms of Service and End User License

Version 2.1 | Effective November 4, 2026

These Terms govern individual use of Care Daily software, applications, devices, alerts, insights, web experiences, and other services operated by People Power Company, a Delaware corporation doing business as Care Daily ("Care Daily," "we"). If a health plan, agency, community, employer, reseller, or family member funds the service, that party's separate agreement governs its purchases, but individuals' use, notices, and privacy rights remain subject to applicable law and these Terms insofar as applicable. The Privacy Policy at caredaily.ai/privacy explains processing and individual rights; it does not replace a legally required consent.

1. Who may agree and how service starts

You must be an adult authorized to make the relevant agreement or an authorized legal representative. A person who pays for a subscription is not automatically authorized to consent to monitoring another adult or to disclose that person's information. A parent or lawful guardian may act for a child when allowed by law. We may allow an organization to provision a kit, create provisional Home and user records, assign an invitation and arrange shipment before a user creates an account or downloads any app. Provisioning, receipt of a kit, or passive presence near a sensor is not, by itself, acceptance of these Terms or consent by an affected person.

For a consumer who contracts directly with us, agreement may occur at checkout, an authenticated link, electronic signature, or another lawful documented process. Where an individual is a resident rather than our purchaser, we or the responsible organization will use an appropriate consent/authorization pathway before activating collection or sharing that requires it. No app download or personal account is required solely to permit a lawfully authorized sensor deployment. Persons with difficulty using screens may use an accessible assisted, paper, or telephone process and may request help with terms and privacy questions.

2. What the service does

Care Daily combines compatible sensors and other authorized inputs with software to provide supplemental awareness, operational status, alerts, activity patterns, wellness indicators, reports, and AI-assisted insights. Availability and features depend on the plan, installed equipment, care setting, and connectivity. Some configurations use ambient sensors without microphones or cameras; other optional devices or integrations may have audio, video, or voice features. The actual deployed configuration and any applicable notices control. You may not assume every Care Daily deployment has the same sensing features.

The service is not a physician, clinical decision-maker, 911 provider or substitute for supervision, professional care, or other precautions. It does not guarantee a fall, injury, change in condition, emergency, or security event will be detected, prevented, or acted on. Alerts can be late, missed, incorrect, or inaccessible because of device placement, network or power failures, third-party systems, settings, or human factors. For an emergency call local emergency services using a separate method.

3. Optional professional emergency call-center escalation

Professional call-center escalation is an **optional subscription feature**. It is not active merely because a Home has Care Daily sensors, an app, or a Trusted Circle. If your organization or household does not select it, Care Daily does not promise professional monitoring, dispatch, or call-center intervention. Some customers use only their own staff, family network, or other response services.

To activate optional professional escalation, the responsible subscribing party must identify at least two valid emergency contacts, complete required response instructions, choose or accept the plan's escalation rules, accept any relevant monitoring-provider terms, and complete the provider's required activation process. We recommend that the subscriber or authorized helper run and document an end-to-end test of the configured alert-to-call-center path before relying on it and repeat tests after material changes. Testing is strongly recommended but is not a contractual condition of activation unless a particular monitoring plan expressly requires it. We may permit regular ambient service before monitoring is activated, but will not represent the call-center feature as operational until subscription and activation are confirmed. You must keep contact details accurate and current. Even after activation, receiving an alert, contacting people, locating

them, or reaching emergency responders is not guaranteed. Depending on the subscribed plan, the third-party center may contact designated people or emergency responders; no unpurchased dispatch promise is made.

4. Homes, administrators, and Trusted Circle

A "Home" is a monitored residence or unit. A Home may be associated with one or more authorized administrators, relatives, friends, care professionals, or organizational users in a "Trusted Circle". The person managing invitations must have authority to share the relevant resident information. We may assign different roles for billing, configuration, health and activity insights, technical diagnostics, and alerts. An invitation or account creation does not automatically grant access to all household data, and access may be limited, revoked, or time-bound. Do not share passwords or grant access to unauthorized users.

An agency's dashboard access must be consistent with its actual care relationship, the resident's valid authorization and any controlling organization agreement. When an agency stops serving a person, the household changes sponsor, or a permission is withdrawn, authorized administrators should review and revoke obsolete access. We may suspend questionable access or require identity/authority verification. People whose data are sensed without holding an account retain the privacy rights that law provides.

5. Placement, notices, and authorized deployment

The person or organization responsible for deployment must explain the sensor configuration, relevant types of information generated, likely alert recipients and information-sharing choices in a form appropriate to the resident. It must secure required permission from residents or legally authorized representatives and any required notices for other occupants, visitors, or personnel. A family member's purchase and an agency's care relationship are not substitutes for valid legal authority. If permission is disputed or withdrawn, contact us or the administering organization. We may pause the affected data collection or disclosure while authority is verified.

The responsible installer must use instructions and check that power, placement, network, and alerts function. Any Care Daily product certification of a third-party caregiver, including "Certified Ambient Care Specialist," concerns product training only, not clinical qualification or a safety guarantee. Care Daily is not responsible for independent professional care or a third-party installer's acts, except as required by law.

6. Equipment: three possible models

Customer-supplied equipment. You may purchase approved compatible equipment from a separate manufacturer or reseller. You are responsible for that seller's charges and hardware terms, and Care Daily may change supported models as technology evolves.

Equipment included with service. A plan or order may include physical equipment transferred to a specifically identified purchaser, sponsoring organization, or recipient, even where there is no separate equipment charge. Unless the order specifies otherwise, title passes to that identified recipient when delivered; there is no mandatory return and no nonreturn charge for that owned equipment. A display of no separate hardware charge does not change tax treatment or transfer software ownership. We may invite you to return or donate owned equipment voluntarily for reuse and may offer a label or incentive at the time of invitation. Failure to return owned equipment does not itself create a debt.

Separately sold equipment. Where equipment is separately priced, the order or checkout identifies the seller, applicable price, delivery, title, warranty, tax, and return rules. The original manufacturer's warranties may apply. A partner-owned agency kit placed in your home is not automatically yours; the agency must disclose its ownership and any agreed right to retrieve it. You are not required to give an agency access to your Home outside lawful arrangements. Device ownership does not transfer ownership of Care Daily software or rights to another resident's data.

When a kit moves from one home to another, the responsible party must remove previous household associations, revoke obsolete user permissions and complete a secure reset or reassignment before new collection begins.

7. Subscriptions, prepayment, and automatic renewal

Subscription prices, subscription minimums, prepaid periods, available features, shipment charges, taxes, and discounts are shown only in checkout, a specific order or a separate commercial agreement. No fixed prices are incorporated in these Terms. For a direct consumer subscription, billing and the initial paid service term ordinarily begin when the order is placed and accepted, not upon delivery or physical placement of a device, unless checkout expressly states a different

start date. The date of the initial order ordinarily anchors subsequent renewal dates. A checkout may require advance payment for multiple months before a kit is shipped; that initial commitment and the next renewal date must be shown before payment is authorized. A multi-month payment purchases the specified service months and does not guarantee immediate shipping or installation. If Care Daily materially fails to fulfill an accepted order within the disclosed delivery period, the subscriber may request a reasonable extension, adjustment, or cancellation and refund for the unavailable service, subject to applicable law.

Where a plan automatically renews, we will disclose the recurring amount, billing frequency, commitment, and cancellation method before obtaining billing consent, send required confirmation, and provide reminders or renewal notices where required. No family member becomes the new payer automatically when an agency's sponsored subscription ends. Direct billing begins only after that person affirmatively accepts the offered plan, price, renewal terms, and payment method. Where legally required, cancellation will be accessible on the web without unnecessary barriers; an accountless subscriber may request cancellation through a verified assisted method such as support@caredaily.ai. Cancellations generally take effect at the end of the paid term unless checkout terms or law provide otherwise.

Consumer-only first-month guarantee. Where Care Daily sells the subscription directly to an individual under an approved consumer referral offer, and that offer displays a first-month guarantee at checkout, the individual may request cancellation within 30 days after order acceptance and obtain a refund of the first monthly service-fee portion of the initial payment. If a multi-month minimum was purchased, remaining prepaid service months stay available through their paid period and are not refundable solely because the subscriber cancels renewal; the checkout must clearly disclose this limitation and must not advertise a full-price or risk-free guarantee. Shipping/handling and separately purchased hardware are not covered except where law or the checkout offer requires otherwise. This first-month guarantee is not available on wholesale, organization-paid, reseller-billed, or Sponsored Home purchases and does not override a more favorable guarantee already promised to an existing customer. No return of equipment whose title transferred to the customer is required to receive the first-month service-fee refund. Apart from the expressly displayed guarantee, a specific written promotional offer, Care Daily nonfulfillment, or a legally required remedy, prepaid service fees are nonrefundable. Legacy leased-equipment return obligations do not apply to newly transferred-title equipment.

8. Agency sponsorship and family continuation

An agency or other organization may pay for a Home's initial service months. The agency remains responsible for its agreed sponsorship charges. Before the funded period ends, we may offer the household a continuation subscription. Choosing not to continue does not create a family payment obligation. Existing devices may remain in place only if the owner permits their use and appropriate consent/authorization continues. If the sponsor owns a kit and the family declines to subscribe, the sponsor may lawfully remove it according to a separate arrangement. Former sponsors do not receive indefinite access to the resident's data merely because they paid earlier.

9. Personal information and AI features

Our Privacy Policy explains sensor/health-related data, recipient categories, retention, lawful use for improvements, transfers, and requests by non-account residents. Where a law requires separate consent for collection or sharing of consumer health data, consent is sought in the prescribed form and before that processing. Care Daily does not sell consumer health data under the consumer service. We do not treat general acceptance of these Terms as authorization for unrelated marketing or unrestricted model training on identifiable health information.

AI-generated observations and risk indicators are informational and can be inaccurate or biased. A qualified human must review consequential care, safety, or health decisions. Do not make legal, medical, insurance, employment, or housing decisions solely from the platform's output.

10. Communications and account security

Service notices may be sent by email, text, app, or through your administering organization as lawful. Marketing requires applicable permission and provides opt-outs. Protect account credentials and use multifactor authentication when offered. Contact us promptly about lost devices, incorrect access, or suspected misuse. We may require identity and authority verification before revealing or changing sensitive information.

11. Software license, acceptable use, and third parties

During authorized service use, Care Daily grants a personal, non-exclusive, limited, non-transferable license to use supported apps, cloud experiences, and firmware solely with approved Services. Care Daily and its licensors own all associated IP, models, and technology. Do not reverse engineer, misuse access, scrape data, attack systems, interfere with security or use Services for stalking or unauthorized surveillance. Third-party devices, voice assistants, monitoring centers, connectivity, and payment providers may have separate applicable terms and limitations. We may discontinue unsafe or unsupported integrations and provide required notice or remedies.

12. Service updates, suspension, and end of service

We may modify service features and suspend access for law, safety, security, unpaid charges, loss of compatible third-party components or material misuse, with appropriate notice and subject to nonwaivable rights. We may discontinue Services where commercially necessary and provide any promised unused prepaid fee adjustment. Termination does not transfer equipment title back to Care Daily. User access, monitoring, and subscription charges end according to the applicable contract, privacy requirements, and disclosed cancellation process.

13. Warranties and liability

To the maximum extent permitted by law, we provide the Services “as is” and “as available” except for express plan commitments and non-disclaimable warranties. We disclaim implied warranties of merchantability, fitness, accuracy, and uninterrupted operation as the law allows. Care Daily, its licensors, and service providers are not liable for indirect, special, consequential, exemplary, or punitive damages to the fullest extent permitted by law. Their aggregate liability for consumer contractual claims is capped at the greater of amounts paid directly to Care Daily for the applicable Service in the 12 months preceding the event or the statutory minimum where applicable. Nothing limits liability that cannot legally be limited, and this contract does not waive statutory consumer or privacy rights. Any separate enterprise agreement may allocate risk differently.

To the extent allowed by law, you are responsible for third-party claims caused by your intentional misuse of the Service, unlawful monitoring or sharing, or infringement of others’ rights. This obligation does not require an individual to indemnify Care Daily for its own negligence or unlawful conduct.

14. Disputes, law, and changes

Washington law governs except mandatory local consumer law. Before arbitration, the parties will attempt informal resolution for 30 days. Except small claims, statutory nonarbitrable claims and qualifying emergency equitable relief, disputes are resolved through individual arbitration under applicable AAA rules; you may opt out within 30 days of first acceptance by sending notice to support@caredaily.ai. No class waiver applies where prohibited by law. If arbitration does not apply, courts in King County, Washington have jurisdiction unless law requires another forum. We may post a dated, versioned update and send notice by email, account notice, or another legally appropriate channel. Clarifications and other nonmaterial updates may take effect after notice, including through continued use where lawful. Changes to pricing, prepaid commitments, recurring billing authorization, arbitration, liability limits, data use, or other material customer rights will not be imposed retroactively and require advance notice, affirmative agreement, or application only to a new order or renewal, as applicable law requires. We preserve the version and evidence of acceptance applicable to each direct purchase. Prior disputes and amounts already earned or paid are not retroactively changed.

15. Contact

Care Daily is operated by People Power Company d/b/a Care Daily. Customer support: support@caredaily.ai. Legal notices and privacy requests: hello@caredaily.ai. You may request the current business mailing address for written correspondence using either contact. Formal service of process may be directed to Care Daily’s registered agent as permitted by law. Privacy Policy: caredaily.ai/privacy. Legal document inventory: caredaily.ai/legal. Where applicable law requires a business street or qualifying private-mailbox address to be disclosed before payment, it will be provided in the applicable sales or checkout disclosure.