Care Daily Client Terms and Conditions

Version 2.1 | Effective November 4, 2026 | Applies to Order Forms accepted on or after this date. An earlier Order Form stays on the version it references until the parties amend it.

These Client Terms govern the business relationship between People Power Company d/b/a Care Daily ("Care Daily") and the organizational customer identified in a mutually accepted Order Form ("Client"). Client purchases and uses Services to support its own residents, members, employees, insureds, or care populations. A partner that independently resells the Services or introduces subscribers under the consumer channel should instead use the Reseller and Referral Program Terms or an expressly selected partner agreement. A client may separately sponsor an individual Home or take a population-level view only where the applicable permission and privacy rules allow it.

1. Contract documents and definitions

An "Order Form" identifies the selected Services, subscription measurement, term, fees, any geographic limitations, selected optional professional monitoring, Hardware allocation, and relevant addenda. The agreement consists of the Order Form, these Client Terms and applicable SOW, security/privacy addenda and BAA/DPA. A signed Order Form may override an identified conflicting provision. A BAA/DPA takes precedence for the processing it governs. "Home" or "Location" means an addressable unit receiving Service; "User" means an appropriately authorized individual with a role-based login or permitted data access; "Client Data" means personal, operational, and other data provided by or under Client's authority; "Platform" means the Care Daily software, models, apps, integrations, and related documentation. Prices and commercial quantities are set in Order Forms, never in these Terms.

2. Service grant and permitted use

Subject to payment and these Terms, Care Daily grants Client a nonexclusive, nontransferable, limited right during the Order Form term to access the Platform for internal population management, care coordination, and other expressly purchased purposes. Client may provide access to authorized staff and residents, subject to the End User Terms where applicable. Client may not sublicense, resell, distribute, or white-label the Platform beyond its agreed organizational use without a separate program agreement. Reverse engineering, unauthorized testing, credential sharing, extraction of unauthorized data, competing use, and circumvention of security are prohibited to the fullest lawful extent.

3. Services, enhancements, and dependencies

Care Daily will provide the Services with reasonable skill and care and in material conformity with applicable product documentation. We may update software, features, integrations, device support, and product configuration. We may replace or withdraw third-party components when continued supply is unavailable, illegal, insecure, or commercially impracticable. Where a material core feature purchased for a committed period is discontinued, the parties will use an equivalent service or issue an appropriate credit for unused prepaid affected service unless the Order Form states another remedy. Explicit uptime, response, or service-level commitments exist only if stated in an Order Form or service-level schedule.

Services depend on correct installation, power, connectivity, manufacturer equipment, and third-party providers. Client supplies or ensures required connectivity, site access, compatible equipment, and personnel; Care Daily is not liable for third-party failures beyond express undertakings. Hardware manufacturers and monitoring centers may impose separate applicable terms; terms identified in the Order or before activation govern their specific components but do not silently expand Care Daily's liability.

4. Professional and installation services

A signed SOW identifies any integration, customization, installation, onsite training, or implementation work, dependencies, fees, acceptance criteria, and responsibilities. Unless specifically ordered, Care Daily does not provide onsite visits, home care, clinical oversight, or emergency dispatch. Care Daily may use vetted subcontractors and remains responsible for their performance to the extent agreed. Client may use its own staff, authorized contractors, or personnel who completed Care Daily's "Certified Ambient Care Specialist" training. That credential is nonclinical and does not replace state professional licensing, clinical training, or a safety warranty.

5. Client enrollment and lawful authority

Client is responsible for providing each individual appropriate information about the actual sensing configuration, health-related data, authorized viewers, and available choices, and for obtaining permissions, notices, or legally effective authorizations required for its operation. The resident's decision controls where legally capable; family relationships, financial sponsorship, and clinical involvement are not substitutes for legal authority. Client will not impersonate a resident's acceptance or rely on a prechecked box. Care Daily may facilitate assisted, paper, voice, or web-based documentation and may refuse to activate regulated sensing or information sharing where required authority has not been established.

Care Daily may preprovision equipment, Home records, invitations, and shipping before consent-sensitive processing begins, but provisioning is not authorization for identifiable sensing or agency access. Client will notify Care Daily promptly if consent is withdrawn or authority disputed. The parties will agree on any special requirements for EU/UK or other non-US deployments in a jurisdiction-specific schedule before operation.

6. Data access, Trusted Circle, and administrative dashboards

Client will assign appropriate administrator roles and restrict dashboard access to trained personnel with a current work-related need and legal authorization. Care Daily will provide reasonable role-based and technical security controls; Client is responsible for the permissions it grants. Trusted Circle invitations and agency view rights must correspond to resident authorization and permitted uses. Client shall remove access when care relationships end, employees leave, a resident moves or other authority ceases. A change in payer or sponsorship does not, by itself, permit indefinite Client access to resident insights. Client may access population-level insights only for a population for which it has a valid basis. Client must not make significant clinical, insurance, employment, or housing determinations solely using AI-generated indicators.

7. Privacy, protected health information and security

Each party will comply with the privacy and security obligations applicable to its role. A controller/processor arrangement or regulated health-data processing will be governed by a signed DPA when required. Where Care Daily must perform functions as a HIPAA business associate, no covered processing begins before a separate executed BAA. The absence of a BAA does not by itself change the status of PHI or relieve either party of law. Client must not route clinical records or covered information into a consumer deployment not approved for that purpose.

Care Daily will maintain reasonable administrative, technical, and physical safeguards. Client will use unique credentials, least-privilege access, MFA when available, security training, and prompt incident reporting, including immediate escalation of imminent material risks and in no event later than 72 hours for suspected unauthorized access once discovered, subject to shorter legal deadlines. The parties will cooperate on incident investigation, lawful individual rights and breach notifications. Care Daily may use appropriately de-identified and aggregated analytics as allowed by law, the privacy agreements and applicable notices; identifiable health information will not be used for unrelated advertising or unrestricted external AI training.

8. Optional call-center monitoring and limitations

Professional emergency call-center escalation is **not included unless the Order Form expressly selects it**. A Client may operate Care Daily using its own escalation teams or without professional call-center intervention. For each Home where professional escalation is requested, Client or its authorized resident administrator shall provide at least two valid emergency contacts and current response information, accept applicable monitoring-provider and plan terms, and complete the monitoring provider's activation process. Care Daily strongly recommends a documented end-to-end test before the feature is relied on and after material changes, but a test is not a universal condition of activation unless required by the selected monitoring plan. The monitoring function is not represented as active until the subscription and activation conditions are confirmed. General sensing and authorized dashboards may be enabled separately.

The parties acknowledge that an alert is not a guaranteed emergency determination, a notification is not a guaranteed human response, and any call-center action is limited to the subscribed workflow. A call center may contact emergency responders if the plan and circumstances authorize that action, but there is no universal duty for Care Daily to transmit every sensor event to police or medical responders. Client remains responsible for its own staffing, on-site procedures, and emergency planning. In an actual emergency, use local emergency services directly.

9. Hardware, shipment, ownership, and reuse

Care Daily is primarily a software provider. Client may furnish compatible hardware from third parties, acquire it from a manufacturer under separate terms, purchase specifically priced units through Care Daily if offered, or receive equipment included with an ordered subscription. For included equipment, the applicable Order Form or shipment record specifies whether title passes to Client or an identified household recipient upon delivery; there is no implied lease or mandatory return when title transfers. An invoice reflecting no separate equipment charge does not determine tax consequences. Purchased equipment follows its stated seller/manufacturer warranties, shipment and return terms.

Client-owned or sponsoring-agency-owned kits may be moved from a former Home only where the owner has lawful access and has informed the household of ownership and retrieval rights. Before reuse, Client must reset devices, unlink Home identifiers and user permissions, and arrange new resident notices/permissions. If the family owns equipment, the organization may request a voluntary return but has no contractual right under these Terms to seize it. Care Daily may offer a voluntary refurbishment or return program and discretionary incentives. No requirement to return title-transferred devices is implied.

10. Sponsored Homes and discharge/continuation

Client may sponsor a Home for a defined prepaid service period. Before sponsorship ends, the resident or authorized household payer may be offered a direct Care Daily subscription; the new payer must affirmatively accept the price, renewal, and billing terms before any charge. No automatic transfer of debt, consumer payment details or family subscription occurs. The parties will coordinate permissions and continuity: staff access must end or be reauthorized as the care relationship changes, and any Sponsor-owned kit may remain only with the owner and household's agreement. A Sponsored Home does not automatically create a referral commission.

11. Fees, invoicing, and taxes

Client will pay amounts specified in the Order Form on its stated invoice and prepayment terms. Unless an Order Form states a different commencement event, the initial paid service term and any required advance payment begin when Care Daily accepts the Order, including where preconfigured equipment will ship later. Unless the Order Form provides otherwise, undisputed invoices are due within 15 days, and good-faith disputes must be identified within 15 days of receipt; non-disputed amounts remain payable. Late unpaid undisputed fees may bear lawful interest and result in proportionate suspension after notice. Applicable sales, use, or similar transaction taxes will be charged unless a lawful exemption is documented. Each party pays taxes levied on its net income and internal operations. **Business-to-business fees, including advance payments, minimum commitments, and unused service periods, are nonrefundable and may not be canceled for convenience unless the Order Form expressly allows it.** This does not remove an expressly agreed service credit, refund for Care Daily's material nonperformance where these Terms provide it, or a remedy that cannot lawfully be disclaimed. No consumer first-month guarantee applies to Client-paid or Sponsored Home purchases. Care Daily may verify active Home counts and accuracy of subscription data with appropriate privacy safeguards.

12. Confidentiality and intellectual property

Each party protects the other's nonpublic information, including financial terms, technology, customer details, and trade secrets, using at least reasonable care, sharing only with bound recipients who need it. Standard exclusions apply to independently developed, rightfully received, and public information. Disclosure legally compelled is permitted with appropriate notice. Confidentiality survives three years, trade-secret protection while legally applicable, and personal-data duties while retained. Care Daily and licensors own the Platform, software, models, branding, templates, improvements, and customizations except Client-supplied underlying materials expressly identified in a SOW. Client retains ownership of its content, subject to rights legally available to relevant individuals; it grants Care Daily the limited rights necessary to perform the agreement. Feedback may be used without compensation.

13. Warranties and disclaimers

Each party warrants authority to enter the agreement and comply with applicable law in its activities. Care Daily will remedy a material documented nonconformity using reasonable correction or workaround, or terminate the affected Service and credit prepaid unused service, at its election. Except for express obligations and nonexcludable rights, Services are provided "as is" and "as available" and implied warranties are disclaimed as law permits. Care Daily makes no clinical, safety, emergency response, regulatory-device certification, guaranteed intervention, or prevention promise. Third-party products are subject to their manufacturers' legally effective warranties.

14. Indemnification

Client will defend and indemnify Care Daily against third-party claims to the extent resulting from Client's care, staffing, clinical decisions, misuse, unlawful enrollment/consent, unauthorized disclosure, marketing, breach of applicable law, Client materials, or negligent field activities, except to the extent caused by Care Daily. Subject to Section 15, Care Daily will defend Client against a third-party claim that Care Daily's unmodified software used as authorized directly infringes US patent, copyright, or trademark or misappropriates a trade secret, excluding claims arising from Client's modifications, hardware, materials, nonapproved combination, or breach. Care Daily may secure rights, modify, replace, or terminate affected Services with a proportional unused prepaid refund; this is its exclusive IP remedy. Each defending party controls reasonably competent defense subject to timely notice, cooperation, and protected settlement conditions.

15. Allocation of liability

Except as otherwise expressly agreed in the Order Form, neither party owes consequential, incidental, special, exemplary, or punitive damages, or indirect lost profits or goodwill, to the extent allowed by law. The ordinary aggregate liability cap is the greater of the fees paid or payable under the affected Order Form in the preceding 12 months or the non-cancelable first-year commitment for that Order Form. Care Daily's IP indemnity and either party's ordinary confidentiality, privacy, and information-security contractual exposure are each subject to a separate aggregate cap equal to twice the ordinary cap. No indemnity is automatically unlimited merely because a claim is pled under indemnification or confidentiality. Unpaid fees, fraud, willful misconduct, gross negligence, Client's intentional misuse of personal data or Care Daily IP, Client's indemnity for bodily harm caused by its care services or unlawful patient steering, and liability that law forbids limiting are exempt as appropriate. Third-party statutory rights are not restricted.

16. Term, suspension, and transition

Each Order Form runs for its stated term and renewal structure. Unless specified otherwise, nonrenewal notice is due at least 30 days before expiry. A material breach is terminable after 30 days' notice and failure to cure; Care Daily may suspend immediately when necessary to address imminent safety, security, or illegal processing risk, limiting suspension where practicable. Lawful insolvency termination rights apply only to the extent permitted. At end of service, Client will cease unauthorized access, pay accrued amounts, return/delete appropriate confidential information subject to retention obligations, and cooperate on lawful resident continuity and privacy requests. Equipment title is unaffected unless an express order says otherwise. Each party retains accrued rights, subject to applicable survival provisions.

17. General and disputes

The parties are independent contractors. Neither may bind the other; no franchise or joint venture is intended. Care Daily may assign to a corporate successor with notice; Client assignments require consent not unreasonably withheld for a qualified successor not competing with Care Daily. No purchase-order boilerplate applies. Washington law governs, and the parties will first escalate disputes to executives for 30 days, then use binding individual AAA Commercial arbitration seated in King County, Washington, with court access for interim IP or data relief. Electronic signatures are valid. Notices go to the Order Form notice contacts, or for Care Daily to hello@caredaily.ai (subject: Legal Notice), unless an Order Form identifies another designated legal-notice email or current business mailing address. Email notice is effective when received without an automated delivery failure, subject to any express requirement for another method. Service of legal process remains governed by applicable law and is not replaced by this notice clause. Care Daily may publish dated, versioned Client Terms and give at least 30 days' notice to the Client's designated contact. Clarifications, security procedures, and nonmaterial program administration changes may apply after the notice period, including through continued authorized use where lawful. An adverse change to liability, indemnity, privacy/data-processing allocation, dispute resolution, an existing committed rate, or an agreed fixed term applies only upon express acceptance or to a subsequent renewal or Order that clearly incorporates the new version, except for mandatory legal or urgent security changes. No update retroactively alters accrued payment obligations or a prior claim. Care Daily will retain the version applicable to each Order and acceptance/notice records. These Terms do not retroactively amend an earlier signed agreement without valid consent.