

PRECIoustatus USER AGREEMENT

This PreciouStatus User Agreement (the “Agreement”) states the terms and conditions governing the use of the PreciouStatus software application service accessible at www.precioustatus.com (the “Service”). The Service is owned and operated by PreciouStatus, LLC (referred to as “PreciouStatus,” “we,” and “our”) and its licensors. This Agreement applies to all visitors to and authorized users (the “user,” “you,” and “your”) of the Service.

Accessing and using the Service constitutes acceptance of this Agreement. If you do not accept the terms and conditions of this Agreement, do not access or use the Service. PreciouStatus reserves the right to change this Agreement at any time in its sole discretion. Please check this Agreement periodically for changes. Your continued use of the Service following the posting of any changes to this Agreement will mean you accept and agree to those changes.

PLEASE REVIEW THIS AGREEMENT IN ITS ENTIRETY. BY ACCESSING OR USING THE SERVICE YOU SHALL BE LEGALLY BOUND BY IT. IF YOU DO NOT ACCEPT ANY TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICE OR OTHERWISE INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT.

The Service

We assist families in keeping current throughout the day or night with loved ones who are in day care centers, nursing homes, pet care facilities, rehabilitation centers, and similar facilities (“Care Providers”). Care Providers enter status updates on each loved one throughout the day. Family members may check on the status of their loved ones as they need to.

Care Providers

We offer the Service to users through Care Providers who want to provide the Service functionality to their customers or clients in conjunction with their other services. Any licensed Care Provider offering services for children, the elderly, disabled individuals, persons in rehabilitation, pets, or similar services is eligible to subscribe for the Service.

Our contractual relationship with any Care Provider that subscribes for the Service is governed by this Agreement and a separate, written Order Form and Agreement (the “Order Form”).

Care Providers hereby represent and warrant that they are currently licensed and otherwise in compliance with all applicable state and federal laws, rules and regulations governing their services and other business activities and that they will remain so for the full term of their subscription to the Service.

No Affiliation or Endorsement

PreciouStatus is not owned or affiliated or related in any way to any Care Provider. We exercise no independent judgment as to the quality of the Care Providers nor do we endorse, certify, or otherwise approve them.

No Professional Advice

The information provided by the Service may include content that relates to medical, legal, financial, or other professional matters. It is provided for informational, educational, and discussion purposes only and should not be used, interpreted, or relied upon as professional medical advice, diagnosis or treatment; legal; financial or professional advice; or advice regarding which service providers you should use. You should consult with a medical doctor, attorney, financial, or other professional if you need assistance with matters that fall into their area of expertise.

Privacy and Consent to Communications

We have adopted a Privacy Policy which explains what information we collect in providing the Service and how we use it. By using the Service and providing us your contact information, you acknowledge that we have an established business relationship with you and you agree that we may contact you regarding your use of and access to the Service.

No Protected Health Information

All Care Providers and individual users acknowledge and agree that the Service is not intended and shall not be used to store, access, and use any "protected health information" as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended.

Use of Service; Restrictions

You are granted a limited, non-sublicensable, non-exclusive license to access and use the Service and all content, data, information and materials included in the Service ("Service Materials") solely for your own personal or business purposes, subject to the terms and conditions set forth in this Agreement. You agree that you will not modify, copy, distribute, resell, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other web site or service any of the Service Materials.

You will not use the Service or any of the Service Materials other than for their intended purpose or in any way that is unlawful, or harms PreciouStatus, its licensors or suppliers. Without prejudice to the foregoing, you may not engage in the practices of "screen scraping," "database scraping," "data mining," or any other activity with the purpose of obtaining lists of users or other information from the Service or that uses web "bots" or similar data gathering or extraction methods. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. Any use of the Service or the Service Materials other than as specifically authorized herein is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable

laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time.

Account Security

Each user that is provided with a password and user ID to use the Service must agree to abide by this Agreement and is responsible for all activity through their user account. You are responsible for maintaining the confidentiality and security of any user ID and password connected with your account.

Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding PreciouStatus or the Service, provided by you in the form of e-mail or submissions to us, or postings on the Service, are non-confidential. We will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Hyperlinks

We make no claim or representation regarding, and accept no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Service, or websites linking to the Service. Such sites are not under our control and we are not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by us of any site or any information contained therein. When you leave the Service, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Service.

Third Party Products and Services; Third-Party Content

We may run advertisements and promotions from third parties on the Service or may otherwise provide information about or links or referrals to third-party products or services on the Service. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party. We are not responsible or liable for any loss or damage incurred as the result of any such dealings or promotions or from any third party products or services, and your use of such third party products and services is strictly at your own risk. We do not sponsor, endorse, recommend or approve any such third party who advertises their goods or services through the Service. You should investigate and use your independent judgment regarding the merits, quality and reputation of any individual, entity or information that you find on or through the Service. We do not represent or warrant that any

third party who places advertisements on the Service is licensed, qualified, reputable or capable of performing any such service.

Public Areas

If you use a "Public Area", such as a forum, message board, or other community area that allows user posts, you are solely responsible for any information, text, photos, content or material that you upload, post or transmit to the Service ("User Content"). You are also responsible for your reliance on any communications found in such areas.

Usage Rules

You agree that you will not engage in any of the following activities, any of which would be deemed a breach of this Agreement:

Violating local, state, or other applicable laws or regulations;

Posting User Content that infringes the intellectual property rights, privacy, publicity or other rights of any third party;

Posting User Content that is unlawful, obscene, defamatory, threatening, harassing, hateful, or embarrassing to any third party as determined in our sole discretion;

Posting advertisements or other materials to solicit business for yourself or any third party;

Disrupting or impeding the discussion flow of others on the Service;

Posting chain letters or pyramid schemes;

Impersonating a third party or implying you are someone other than who you are;

Distributing viruses or other harmful or malicious computer code;

Collecting information about others without their explicit written consent;

Allowing a third party to use your identification or to pretend they are you; or

Engaging in any conduct that disrupts or impedes a third party's use and enjoyment of the Service, or which, in our judgment, exposes us or any customers, partners or related entities to liability or detriment of any type.

PreciouStatus may, but is not obligated to, do one or more of the following:

Record, monitor, modify, or disclose User Content;

Investigate a complaint that User Content violates this Agreement, and determine in our sole discretion whether to remove the material or take other action;

Remove User Content if we determine in our sole discretion that a violation of this Agreement has occurred or may occur in the future; or

Terminate a user's access to the Service (or any portion thereof) if he or she has violated this Agreement.

Dangerous Situations or Medical Emergencies

If you believe or feel based on information learned through the Service that you or someone is in danger, or you believe illegal conduct may take place or has taken place, you should contact your local law enforcement agency immediately.

IF YOU BELIEVE YOU OR SOMEONE ELSE MAY HAVE A MEDICAL EMERGENCY BASED ON INFORMATION LEARNED THROUGH THE SERVICE, CALL 911 IMMEDIATELY.

PreciouStatus does not monitor information transmitted or posted using the Service. It is your responsibility to take action if you become aware of any dangerous or emergency situations through the Service.

Warranty Disclaimer

THE SERVICE AND THE SERVICE MATERIALS (INCLUDING ALL THIRD PARTY CONTENT), AND ALL LINKS, INFORMATION, MATERIALS, EVALUATIONS, RECOMMENDATIONS, SERVICES AND PRODUCTS PROVIDED ON OR THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE AND THE SERVICE MATERIALS IS AT YOUR SOLE RISK. PRECIOUSTATUS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE, THE SERVICE MATERIALS, LINKS, INFORMATION, MATERIALS, SERVICES AND PRODUCTS AVAILABLE ON OR THROUGH ON THE SERVICE. IN ADDITION, PRECIOUSTATUS IS NOT RESPONSIBLE FOR THE PRODUCTS OR SERVICES PROVIDED BY, OR THE CONDUCT OF, ANY THIRD PARTY SERVICE PROVIDER OR ITS AGENTS OR EMPLOYEES (EVEN IF WE HAVE INTRODUCED YOU TO SUCH PARTY OR PARTIES), INCLUDING WITHOUT LIMITATION, ANY DAY CARE FACILITY, CHILD CARE FACILITY, REHABILITATION CENTER, ALZHEIMER'S CARE FACILITY, ASSISTED LIVING FACILITY, HOME CARE FACILITY, NURSING HOME FACILITY, RESIDENTIAL CARE FACILITY, RETIREMENT FACILITY, ADULT DAY CARE FACILITY, SENIOR APARTMENT FACILITY OR HOSPICE FACILITY, WHETHER OFFLINE OR ONLINE. NO ORAL OR WRITTEN INFORMATION FROM PRECIOUSTATUS OR ANY OTHER PARTY WILL

MODIFY THIS DISCLAIMER. PRECIOUSTATUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR COVENANTS THAT THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE WE ATTEMPT TO ENSURE YOUR ACCESS AND USE OF THE SERVICE IS SAFE, PRECIOUSTATUS DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

We impose no requirements on Care Providers as to the manner in which they deliver services to residents. PreciouStatus does not provide diagnosis on any person in care. We are not responsible in any way for the type of information shared by the care facility providers through the Service. Care Providers are responsible for using their own expert knowledge and experience to determine what is and is not appropriate to share regarding the status updates for each person/pet under their care.

Limitation of Liability

THE LIABILITY OF PRECIOUSTATUS AND ITS LICENSORS AND SUPPLIERS FOR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE SERVICE, WHETHER IN CONTRACT OR TORT, IS LIMITED TO THE AMOUNT THE USER PAID FOR THE SERVICE DURING THE MOST RECENT SIX MONTHS. PRECIOUSTATUS AND ITS LICENSORS AND SUPPLIERS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE, EVEN IF PRECIOUSTATUS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ALL CASES, PRECIOUSTATUS AND ITS LICENSORS OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT COULD NOT REASONABLY HAVE BEEN FORESEEN.

You acknowledge that the foregoing limitations represent a reasonable and negotiated allocation of risk, that the limitations are an integral part of this Agreement, and that absent these limitations PreciouStatus would not offer you the Service. The limitations will apply notwithstanding the failure of the essential purpose of any remedy.

Indemnification

You shall indemnify, defend, and hold PreciouStatus and its affiliates, and their respective directors, officers, managers, members, shareholders, employees, agents, professional advisors, successors, representatives, and permitted assigns harmless against any and all claims based on your use of the Service, including any violations by you or any Care Provider of any applicable federal or state laws, rules, and regulations, including HIPAA, as defined above, or any other laws governing or controlling the use, confidentiality, and disclosure of health care information.

The indemnification pursuant to the preceding paragraph is subject to: (a) PreciouStatus notifying you promptly in writing of the claim; (b) your having control of the defense and all related settlement negotiations with respect to the claim; provided, that PreciouStatus has the right, but not the obligation, to participate in the defense of any such claim through counsel of its own choosing; and (c) PreciouStatus's cooperating fully to the extent necessary, and executing all documents necessary for the defense of the claim.

Termination

We may terminate or suspend your access to the Service at any time, with or without cause, and with or without notice. Upon such termination or suspension, your right to use the Service will immediately cease. Furthermore, we reserve the right not to respond to any requests for information for any reason, or no reason.

Copyright, Trademark, and Patent Notices

Portions of the Services are protected by PreciouStatus intellectual property rights and unless otherwise explicitly indicated in the Service, the Service Materials and the selection and arrangement thereof are the proprietary property of PreciouStatus and its suppliers and are protected by U.S. and international copyright laws. The PreciouStatus name, and any PreciouStatus products and services slogans or logos referenced herein are either trademarks or registered trademarks of PreciouStatus in the United States and/or other countries. The names of actual third party companies and products mentioned in the Service may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

Copyright Issues

If you are a copyright owner and believe your copyrighted material has been used on this Service in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice to:

PreciouStatus, LLC
Att'n: Copyright Officer
1161 Wayzata Blvd. E, Suite 218
Wayzata, MN 55391

Please include the following information in your notice to us: (1) a detailed description of the allegedly infringed copyrighted material, (2) a description of the location of such material on the Service, (3) your contact information, including address, telephone number, and email address (if any), (4) your statement that you have a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent or the law, (5) your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf, and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert copyright infringement and to submit the statement.

General Terms

This Agreement is not intended in itself to create an agency, partnership, franchise, or joint venture relationship between or among PreciouStatus and any user or users.

All notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt to the principal business address of the party receiving the notice and addressed to a person authorized to receive legal notices. Notices by email shall be valid provided that the recipient is authorized to receive notices for the party, and the recipient acknowledges receipt of the email via a return email which includes the full text of the original message.

All legal proceedings concerning this Agreement shall be commenced exclusively in the state and federal courts sitting in Minneapolis, Minnesota, U.S.A., and the user hereby irrevocably submits to the exclusive jurisdiction of such courts. All actions related to this Agreement will be governed by Minnesota law and controlling U.S. Federal Law without regard to the choice of law provisions of any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Before litigation may be commenced against PreciouStatus by any user concerning this Agreement or the Service, PreciouStatus may elect to have the matter submitted to a non-binding mediation before a qualified, independent professional who has demonstrated skill and experience in mediating similar matters. Any such mediation shall be conducted in Minneapolis, Minnesota, unless the parties to the matter expressly agree otherwise.

PreciouStatus may freely assign this Agreement in its sole business discretion without the user's consent. The user may not assign or otherwise transfer its rights under this Agreement for any reason. This Agreement shall be binding upon, and inure to the benefit of, any permitted successors and assignees. Any express waiver or failure to exercise any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected or impaired. A party is not liable under this Agreement for any breaches caused by events or conditions beyond that party's control, provided the party makes reasonable efforts to perform its obligations or cure the breach under the circumstances. This provision does not relieve the user of any obligation to pay any fees then owing. This Agreement states the entire agreement of PreciouStatus and the user regarding the Service, and it supersedes other offers or agreements regarding the Service in whatever form. No modification of this Agreement will be binding, unless it is in writing and signed by a duly authorized representative of PreciouStatus. All terms and conditions of this Agreement which are intended to survive the termination of the user's subscription to the Service shall survive such termination.

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