

InTouch Terms and Conditions

These Terms and Conditions (“**Terms**”) govern your use and access to the InTouch Services (as defined below) and form a binding agreement between us, AI Touch s.r.o., a company with its registered office at Podolská 401/50, Podolí, 147 00 Praha 4, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 404829, ID No. 216 68 736 (“**InTouch**” or “**we**”), and you or a representative acting on your behalf (“**Customer**” or “**you**”).

These Terms cover the procurement and usage of our Services by the Customer or any other person to whom the usages of our Services is extended to. The representative procuring the Services for the benefit of the Customer is a direct party to this agreement.

1. Description of Services

- 1.1. We provide a Software as a Service platform designed to enhance family connectivity through, among others, a vocal IA that is accessed through our proprietary mobile and/or website software application (“**Service**”). Our services help families interact, especially by engaging with elders, provide them with mental stimulation, and help capture memories. In addition, our mobile application enables to send messages and provides a real-time dashboard with well-being insights, sentiment analysis, and mood tracking.

We are serious about the privacy and ethical aspects of our Services. For more information on how we process your personal data, please refer to our Privacy policy, accessible [here](#).

- 1.2. Our Services are purchased for the benefit of a beneficiary (or multiple beneficiaries) who will be regularly contacted by our vocal AI (“**End Customer**”). This End Customer is (or are) determined to be the one whose phone number is registered during the Order. In addition to you, access to the Services can be extended by yourself to other users who will be able to interact with the End Customer and gain access to tools such as insights and dashboards through our dedicated website and/or application (“**Trusted Relatives**”).

We allow the extension of our Services to Trusted Relatives provided that the End Customer has agreed to this extension and/or that you acting as a representative on his behalf have made this extension through our dedicated platforms.

- 1.3. These Terms are hereby incorporated into binding purchase orders for the provision of the Services (“**Order**”), and will define your subscription term, scope of Services, fees, all subscription rates and payment terms applicable to the modules chosen by you. The payment terms, including any related additional terms applicable to your subscription, are published on our websites, or are otherwise made available to you either within, or through your use of, the Services you subscribe to.
- 1.4. If there is any conflict between an Order and these Terms, the documents will take precedence in the following order: the Order, then these Terms.

2. Accepting these Terms

- 2.1. To use the Services, you must first agree to these Terms. By performing any of the following actions, you agree to be bound by these Terms: (A) clicking to accept or agree to the Terms, where this option is made available to you; or (B) payment for the Services; or (C) using the Services.
- 2.2. If a representative is accepting these Terms on your behalf, such person represents that he or she has the authority to bind you to these Terms. If you do not have such authority, or if you or the Customer do not agree with these Terms, you must not accept these Terms and the Customer may not use the Services.
- 2.3. We reserve the right to terminate the agreement with you even if you accepted these Terms if (A) you are not of legal age to form a binding, non-rescindable, contract with us; (B) when

signing on behalf of a person, you are not authorized to legally bind her or him to such terms or the person does not agree with these Terms; or (C) you are a person barred from receiving the Services under the laws of the country of our principal place of business or the country in which you are resident or from which you use the Services.

3. Language of the Terms

- 3.1. The Terms are provided in English. If we have provided you with a translation of the Terms, you agree that the translation is provided only for your convenience, and that the English language version of the Terms will govern your relationship with us.

4. Your use of the Services

- 4.1. To access the Services, you will be required to register into our platform and provide your identification, contact, preferred language and time zone, phone number or similar details as part of the registration process for the Services or as part of your continued use of the Services.
- 4.2. In addition, and where applicable, you will be required to provide information about other users of our Services. This information might include their name, preferred language and time to use our services, age, phone number, time zone, preferred topics of discussion, brief description, and other relevant information. You hereby warrant and represent that you have informed your senior family member about our Services and ensured that he or she agrees to receive our Services (including calls from our AI voice solution).
- 4.3. You agree to use the Services only for purposes that are permitted by (A) the Terms; and (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the EU, the United States or other relevant countries).
- 4.4. You agree and understand that you are responsible for maintaining the confidentiality of passwords or other login credentials associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.
- 4.5. You acknowledge and agree that it is your responsibility to ensure the availability of appropriate technical or software equipment and network connection necessary for accessing or using the Services and/or any other digital content provided by InTouch ("**User's Digital Environment**"). You understand that any costs or fees associated with acquiring and maintaining User's Digital Environment shall be solely borne by you. We shall not be held liable for any deficiencies in the performance or functionality of the Services arising from your inadequate or improper User's Digital Environment.

5. Restricted use of the Services

- 5.1. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided directly or indirectly by us, unless you have been specifically allowed to do so in a separate written agreement with us.
- 5.2. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). In particular, you agree not to engage in the following acts or cause or permit others to do so:
 - a) Use the Services or any content to violate applicable law or the Terms;
 - b) Permit an authorized third party to access the Services. This does not include the Customer, End Customer or Trusted Relatives provided that such an extension is made in accordance with these Terms;
 - c) Sell, resell, rent, lease the rights to the Services;
 - d) Modify, translate, or create derivative works of the Services except as permitted by us;

- e) Remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained in the Services or their outputs;
- f) Copy, modify, or create derivative works based on outputs from our Services;
- g) Copy, frame, or mirror any part or content of the Services;
- h) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services or Software;
- i) Access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services;
- j) Create any link to the Services or frame or mirror the content contained on, or accessible from, the Services;
- k) Use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or copyright;
- l) Use the Services to knowingly upload, store, transmit or distribute material containing software viruses, worms, Trojan horses or other malicious code, files, scripts, agents or programs that may damage the operation of the Services or third-party's computer, property of information;
- m) Interfere with or disrupt the integrity or performance of the Services or third-party data contained therein;
- n) Perform any simulated attack, penetration test, denial of service simulation or similar vulnerability test or scan of the Services;
- o) Attempt to gain unauthorized access to the Services or their related systems or networks or unauthorized access to a third-party account or content created by or for our another customer; or
- p) Engage in any activity that may amount to the misuse of the Services or that seeks to circumvent the Services' terms. For example, if we provide you with any portion of the Services as part of a trial, proof of concept (POC) or pilot, you may not engage in use of that portion of the Services, beyond what is permitted by the trial, POC or pilot of the Services (and as advertised for that portion of the Services at the time of the relevant promotion). We reserve the right to limit your activity on any of its trial, POC or pilot Services for any reason and without notice.

5.3. The Services are for personal use only, i.e. they may not be used for business-related purposes.

5.4. You acknowledge that use of the Services in breach of this Section 5 will be considered a material breach of the agreement, with all consequences resulting therefrom.

6. Provision of the Services

6.1. In order to provide the best possible experience for our Customers, we are constantly innovating the Services. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to you as long as such change does not result in material degradation of the Services.

6.2. As part of this continuing innovation, you acknowledge and agree that we may permanently or temporarily stop providing Services (or any modules within the Services) to you or to users generally at our sole discretion, without prior notice to you. If you have pre-paid such Services, we will, as your sole and exclusive remedy, refund to you pro-rata the corresponding fees for Services already paid by you equivalent to the part or remainder of the term in which you will not use the Services.

7. Fees and taxes

7.1. The Services are provided on a subscription basis and are offered for a financial

consideration. Subscriptions are available in two types: Monthly Subscription Plans and Annual Subscription Plans. The fees applicable to your use of the Services are stipulated in your Order which also set out the payment terms.

7.2. If you sign up for a paid subscription, you must provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method at each agreed-upon renewal period until you cancel. We will issue an invoice for the Services in accordance with the terms stipulated in the Order, unless agreed otherwise.

7.3. You expressly acknowledge and agree that the initial price may change if you upgrade or change your subscription plan within the Services e.g., if you add any new modules to your subscription. We may also change our prices from time to time. You will always be informed about the price modification prior to it taking effect.

7.4. Cancellation of the Monthly Subscription Plan.

You may cancel your paid Monthly Subscription Plan at any time by updating your account settings. You will not be charged after you cancel your paid subscription. You will continue to have access to the account until the end of the subscription period you have paid for, at which point your cancellation will become effective. Unless we specify otherwise, you will not receive a refund for any days between the day you cancel and the last day of the subscription period you have paid for.

7.5. Cancellation of the Annual Subscription Plan.

You may cancel your paid Annual Subscription Plan at any time. Once canceled, services will no longer be accessible starting the day after the cancellation request is made.

7.6. If you are an EEA Customer, you are entitled to cancel your paid subscription purchase and request a refund without stating the reason during the 14 days following the date of your purchase. The refund will cover the relevant subscription fee prorated from the date you request cancellation to the end of the relevant subscription period you have paid for. To cancel and request a refund please contact us at welcome@intouch.family.

7.7. We may offer demos or free trials of our Services for a limited period as specified at our sole discretion. The use of the Services during this period is subject to these Terms. We reserve the right to terminate or modify the terms of the demo or free trial at any time. Upon termination of the demo / free trial period, your access to the Services will be deactivated, unless you sign up for a paid subscription.

7.8. No party shall have any right of holdback or set-off against any claims of the other party under or in connection with the agreement.

7.9. We are not responsible for the payment processing provided by any third party.

8. Proprietary rights

8.1. You acknowledge and agree that we own all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

8.2. These Terms are not a work made-for-hire agreement with regard to either party. Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interests and all related intellectual property rights in and to the Services, reports generated through the Services and related documentation and any and all underlying Software, including modifications and derivatives created by us, databases, including data models, structures, data and aggregated statistical data contained therein.

8.3. Unless we have agreed otherwise in writing, nothing in these Terms gives you a right to use any of InTouch's trade names, trademarks, service marks, logos, domain names and any

other distinctive brand features. For the avoidance of doubt, if any reports or similar outputs from the Services generated by you through the use of the Services include our trade name, trademark, service mark, logo, domain name or our other distinctive brand features, their use in connection with that report is permitted and Section 5.2 (e) shall apply.

9. License from us

- 9.1. We grant you a worldwide, royalty-free, non-assignable and non-exclusive right and license to access and use the Services, for the subscription term and in the scope stipulated in your Order.
- 9.2. When using the Services, you may generate reports and/or other deliverables through your use of the Services. We grant you a worldwide, royalty-free, perpetual, non-assignable and non-exclusive right and license to access and use, reproduce, display, distribute, and create derivative works of, any reports or other deliverables that you generate through your use of the Services. This is without prejudice to your ownership of Customer Data as defined below, where such Customer Data, or parts thereof, is included in the reports and/or other deliverables generated through the Services.
- 9.3. Unless Provider has given you specific written permission to do so, you may not assign (or grant a sublicense of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted hereunder. You acknowledge that this is a SaaS agreement and that (A) the software is not sold, and (B) we will not be delivering copies of the software to you as part of the Services.
- 9.4. You acknowledge that any breach of Section 9 by you or your end-users shall constitute a material breach of the agreement, with all consequences arising therefrom.

10. Customer Data

- 10.1. You retain ownership, copyright and any other intellectual property rights you hold in any electronic data, information, content or material that has not been publicly available and is submitted by you or on your behalf, to the Services or is collected and processed by you or on your behalf, through the Services ("**Customer Data**"). For the purposes of these Terms, Customer Data shall include any third-party data submitted by you through the Services. You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright, where applicable, of Customer Data, including where applicable, for obtaining the necessary authorizations to use Customer Data.
- 10.2. You grant us a non-exclusive, worldwide, terminable at will, and royalty free license during the subscription term to use Customer Data only to the extent necessary to provide the Services, including responding to service or technical problems with the Service. This license includes the right to access and use Customer Data in the manner permitted by these Terms.
- 10.3. If you provide, as part of your use of our Services or as part of the Customer Data which you submit, store, post, publish or distribute on or through the Services, any photograph or other materials protected by personality or privacy rights, you specifically agree that we may use such photograph or other materials for the sole purpose of providing the Services.
- 10.4. You confirm and warrant to us that you have all the rights, power and authority necessary to grant the above license, access and permissions to us. We assume no responsibility or liability for any content not created by us.
- 10.5. You hereby grant to InTouch a royalty free, worldwide, transferable, assignable, irrevocable and perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by you to us.

11. AI-Generated Content

- 11.1. Certain features of the Services use third-party generative AI Solutions, i.e., automated tools that provide information or generate text based on their programming and training data. You

acknowledge that any content generated through our Services by using such third-party AI Solutions: (i) may contain incorrect elements, including but not limited to biases and/or offensive language; (ii) may not be original and other users may generate outputs that are similar or identical; (iii) is based on the data and programming used to train the model; this means that third-party generative AI Solutions, its licensors and we assume no liability for any content generated by third-party AI Solutions and any use or publication thereof.

- 11.2. You may not represent or imply that the generated content was created by a human or that it is original content. You must clearly indicate that the outputs were generated by AI. You may not use the outputs generated by our Services' generative AI features for any commercial purposes, including but not limited to, selling, licensing, or distributing the content to third parties. You may not publish or publicly display the output or incorporate it into any work that is made available to the public, without our prior written consent.
- 11.3. You hereby grant us permission and license to use and access your Customer Data for the purposes of training and improving our Services' generative AI features. If the Customer Data includes personal data, we will ask the concerned data subject for a separate consent to process his or her personal data for the purposes of training and improving the generative AI features.

12. Termination and Suspension

- 12.1. The agreement you entered into with us will continue to apply during the subscription term as stipulated in your Order or until terminated as set out below. Your subscription will automatically renew for successive subscription terms of the same length, unless you or we terminate the agreement.
- 12.2. You may stop using our Services and terminate the agreement at any time by closing your account. If you are an EEA-based consumer, you can close your account and withdraw from these Terms within 14 days of accepting them.
- 12.3. We may terminate the agreement or suspend access to your account (at our full discretion, without any liability to you and subject to giving you a prior notice) for reasons stipulated below:
 - you have materially breached a provision of these Terms and failed to cure the breach (where such breach is capable of being cured) within a reasonable cure period provided by us, or have acted in a manner which clearly shows that you are unable to comply with the Terms;
 - we are required to do so by law (for example, where the performance of the agreement is or becomes unlawful);
 - we are transitioning to no longer providing the Services to users in the country in which you or the End User reside or from which you use the Services;
 - your account has been inactive for over a year and you do not have a paid account;
 - you are involved in familial disputes regarding the Customers or the End User's use of our Services; or
 - in case the representative signing on behalf of the Customer was not authorized to legally bind the Customer to these Terms.
- 12.4. Unless we specify otherwise, you will not receive a refund of your fees paid in case we terminate the agreement for the reasons above. Similarly, if we suspend your access to the Services, and subsequently reactivate it (e.g. after the breach has been cured), you still remain obliged to pay the Services fees for the entire subscription term including the period for which you could not access the Services as a result of your default; you will not be entitled to any compensation or refunds (whether monetary or in the form of an extended subscription term) for the period for which you could not use the Services. Such suspension

of Services shall not be considered a breach of the agreement by us. Further, the foregoing shall not in any way prejudice or prevent us from exercising its right to terminate the agreement for material breach pursuant to above.

- 12.5. For the purposes of the agreement, your failure to make timely payments under the agreement will be considered a material breach of the agreement if the due amount remains unpaid (fully or partially) more than 60 days after the payment due date.
- 12.6. All provisions of the agreement which by their nature should survive termination or which may reasonably be interpreted or construed as surviving the termination, will survive such termination, including, without limitation, accrued rights to payment, warranty disclaimers and limitations of liability. Termination of individual Orders shall not affect other pending Orders.
- 12.7. If we terminate your account, we will make reasonable efforts to notify you in advance, allowing you to export your Customer Data and deliverables or reports from the Services. However, we may not provide such notice if it is inappropriate, if we reasonably believe that continued access to your account will cause harm to us or others, or if we are legally prohibited from doing so.
- 12.8. You understand and agree that if you, despite the termination, continue using the Services, the terms and conditions contained in the Terms will continue to apply.

13. Exclusion of Warranties

- 13.1. The Services are provided “as is” and we give no warranty with respect to them.
- 13.2. In particular, we do not represent or warrant to you that (A) your use of the Services will meet your requirements; (B) your use of the Services will be uninterrupted, timely, secure or free from error; (C) any information obtained by you as a result of your use of the Services will be accurate or reliable; and (D) that defects in the operation or functionality of any software used to provide the Services will be corrected.
- 13.3. NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE, MERCHANTABILITY OR NONFRINGEMENT) APPLY TO THE SERVICES EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET OUT IN THE AGREEMENT.
- 13.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

14. Indemnification

- 14.1. To the extent permitted by applicable law, you shall defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that your (i) uploading, provision, or use of any Customer Data (including any third-party content submitted by you through the Services) and/or (ii) use of the Services is in breach of these Terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify us for any damages, attorney fees and costs incurred in connection therewith; provided we promptly give you written notice of the claim, demand or notice of suit or proceeding brought against us (provided that you may not settle the claim against us unless it releases us of all liability) and provide you with reasonable assistance at your expense.
- 14.2. We will have no liability or obligation with respect to any infringement or misappropriation claim based upon: (A) any use of the Services not in accordance with the agreement or for purposes not intended by us, (B) any use of the Services in combination with other products, equipment, software or data not supplied by us, (C) any modification of the Services made by any person other than us where such modification is not authorized by us, or (D) any use of the Services other than the most current version made available to you.
- 14.3. If the Services are likely to become the subject of an infringement or misappropriation claim, we may, at our sole option and expense, either: (A) procure for you the right to continue to

use the said Services pursuant to these Terms; or (B) replace or modify said Services to make them non-infringing; or (C) terminate the applicable Order and your right to use the Services, and refund to you any unused pre-paid fees for said Services as of the date of termination.

15. Limitation of liability

- 15.1. Nothing in the agreement shall exclude or limit our liability for losses which may not be lawfully excluded or limited by applicable law.
- 15.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WE WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, OUR PERFORMANCE OR FAILURE TO PERFORM.
- 15.3. Our liability for damage incurred by you as a result of or in connection with the Services shall be limited to direct damages and shall not exceed EUR 100. The parties agree that this limitation reflects the damage that can be foreseen at the time of conclusion of the agreement between you and us, taking into account all circumstances the parties know or should know while exercising due care and that can arise from a breach of our obligations under these Terms.

16. Changes to the Terms

- 16.1. We may make changes to the Terms from time to time. When these changes are made, we will make a new copy of the Terms available on our websites.
- 16.2. You understand and agree that if you use the Services after the date on which the Terms have changed, we will treat your use as acceptance of the updated Terms.

17. General provisions

- 17.1. Sometimes when you use the Services, you may (as a result of or through your use of the Services) use a service or download a piece of software or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the agreement does not affect your legal relationship with these other companies or individuals, and you remain responsible for complying with the terms of use of such third party' services, software or goods. If you use third parties' services, software or goods while using the Services, you declare that you act in compliance with their terms of use.
- 17.2. The Terms and the Orders, as applicable, constitute the entire agreement between you and us and govern your use of the Services (excluding any services which we may provide to you under a separate written agreement), and completely replace any prior agreements between you and us in relation to the Services.
- 17.3. You agree that we may provide you with notices by email or regular mail; technical notices may be posted on the Services website.
- 17.4. You understand and acknowledge that we may be subject to laws and regulations that prohibit export or diversion of certain software and technology to certain countries ("Export Laws"). You will comply with the Export Laws in effect from time to time as they relate to all aspects of these Terms and our Services and software.
- 17.5. Except for performance of a payment obligations, neither party will be responsible for any failure to perform or delay in performing any of its obligations under the Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond such

party's reasonable control.

- 17.6. The parties agree that if one of them does not exercise or enforce any legal right or remedy which is contained in the Terms (or which such party has the benefit of under any applicable law), this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to it.
- 17.7. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 17.8. Unless otherwise required by applicable law (in particular consumer protection law), the agreement, and your relationship with us under the agreement, shall be governed by, and construed and enforced in accordance with, the laws of the Czech Republic, and the parties agree to submit to the jurisdiction of the courts of the Czech Republic to resolve any legal matters arising from the Terms. Notwithstanding this, you agree that we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 17.9. Neither Party may assign any of its rights nor delegate any of its duties under these Terms without the prior written consent of the other Party, which consent will not be unreasonably withheld, provided that we may use independent service providers/contractors to deliver Services. Any unauthorized assignment of these Terms will be null and void.
- 17.10. If you reside in the EEA, you may raise a dispute with an alternative dispute resolution body of your country of residence or via the European Commission's Online Dispute Resolution (ODR) Platform, which you can access at this link.
- 17.11. If you have any questions or concerns relating to these Terms or in case you have some complaints, you can always reach us via email at : welcome@intouch.family These Terms shall become valid and effective on 2nd December 2024.

InTouch