



Terms and Conditions

These Terms of Use (the "**Terms of Use**") constitute an electronic agreement between you (hereinafter, "**you**", "**your**" or the "**User**") and Uniper Care, Inc. (together with any affiliates thereof, hereinafter, the "**Company**", "**Uniper**", "**we**", "**us**" or "**our**").

It is important that you read these Terms of Use and the [Privacy Policy](#) carefully before using our Service (as defined below). The Terms of Use and the Privacy Policy constitute a binding agreement between you and Uniper and explain your and Uniper's respective rights and obligations in respect of your use of the Service. By agreeing to install and use our Service, you acknowledge that you have read and understood these Terms of Use and Privacy Policy and agree to be bound thereby. The Privacy Policy constitutes an integral part of these Terms of Use and any references to the Terms of Use shall include the Privacy Policy by implication.

IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS OF USE, PLEASE DO NOT INSTALL OR USE OUR SERVICE.

1. Introduction

1.1. Uniper has designed an innovative system that enables consumers to live an active and healthy social life, relieve loneliness and boredom, all through an interactive technology-enabled service (the "**Service**") offered by means of a combination of certain equipment and software, which can be available on any network or device, including TV sets, desktops, smartphones or tablets (each, a "Device"). The Service is personalized and includes access to a rich content library, full of live and interactive activities, as well as video-on-demand and other interactive features and programs (collectively, the "Content").

1.2. By using the Service, you confirm that you have the adequate legal capacity to enter into these Terms of Use and to form a binding agreement under the laws of the applicable jurisdiction in which you are located, and that you will use the Service only for lawful purposes and in accordance with these Terms of Use. You also agree and confirm that any information that you provide to us through or in connection with the use of the Service will be complete, accurate and current at all times.

2. Changes to These Terms of Use

These Terms of Use will also be available on the Company's website - <https://www.unipercare.com/> or through its application (the "Website" and the "Application", respectively) Any updates to these Terms of Use will also be published on the Website and the Application and will generally become effective as of the date of posting, unless otherwise specifically stated by Uniper. If we make any material changes to these Terms of Use, we will inform you as applicable under the circumstances (e.g. by posting a notice in a prominent place on the Website and the

Application, and/or by sending an e-mail to the most up-to-date e-mail address we have in our system). Your continued use of the Service following the implementation of any changes to these Terms of Use constitutes acceptance of those changes, which will apply to your continued use of the Service going forward. You are encouraged to revisit these Terms of Use frequently in order to be fully apprised of your rights and obligations in connection with your use of the Service. If you do not agree to any changes that have been made to these Terms of Use, you should discontinue the use of the Service immediately, although we also encourage you to contact us at the contact information provided in these Terms of Use in order to address your concerns.

3. Using our Service; Your Account; Installation of Equipment

If you are reading these Terms of Use, then you are either an existing User or a potential User interested in using the Service. In the latter case, you may fill in your contact details through the Website or the Application and one of our representatives will contact you to coordinate the installation of the Service on an applicable Device(s).

Upon registration for the Service, you will be asked to submit certain information (name, contact details, and other information that may be pertinent to your use of the Service) which will be used to open your account with us (the "**Account**"). To this end, you may also need to create a username and password, which will enable you to access your Account. You agree: (a) to keep your password secure and confidential; (b) Not to permit others to use your Account; (c) Not to transfer or assign your Account's password to a third party; (d) that you are solely responsible for actions taken in your Account, and that we will not be liable for any loss or damage arising from any unauthorized use of your Account or any other breach of security relating to the Account. On becoming aware of any unauthorized use and/or breach of your Account, you undertake to notify us immediately and without delay at the contact details provided in these Terms of Use or available on the Website or Application.

Upon request, Uniper can assist you to procure appropriate Internet connection. However, such Internet connection will be provided by a third party which is not controlled by Uniper and therefore in this case Uniper will not be liable for any Internet malfunction or any inability to use the Service due to lack of Internet connectivity, and any inquiry and/or claim regarding the above should be addressed directly to such third party providing the Internet connection.

As part of the Service, Uniper will provide you with certain equipment required for connectivity of the Service through your Device, such as a dedicated player, a camera and a controller or any other equipment required for use of the Service (collectively, the "**Equipment**").

You are responsible for using any provided Equipment with due care and solely in accordance with the instructions provided by Uniper in accompanying documentation (the "**Manuals**"). If you are experiencing problems with the Equipment, you should always call our support call center at the contact details provided on the Website or through the Application and never attempt to fix, change the technical settings (except in accordance with the Manuals), or otherwise meddle with the Equipment without our assistance. Uniper will not be liable for, and the manufacturer's Equipment warranty will not apply, in case of use of the Equipment in a negligent, irresponsible manner or in any way that is not in accordance with the Manuals, and in such case the User will be responsible for all costs and expenses associated with repair and replacement of such Equipment.

For existing Users, Uniper has a call center available for support and warranty services. Warranty for the Equipment will be provided back-to-back with the manufacturers warranty, including all the applicable warranty limitations. If you have any questions concerning the warranty for your specific Equipment, please do not hesitate to contact our call center for questions at the contact details available on our Website or Application.

Uniper or its representatives may, at reasonable times during pre-arranged normal business hours enter the premises where the Equipment is located to inspect the condition and operation of the Equipment.

Upon termination of the Service for any reason (as described in Section 9 below), one of our representatives will contact you to arrange a time to uninstall and return the Equipment.

4. Restrictions on Use of the Service

The access granted to you to use the Service, the Content and the Equipment is subject to your compliance with the following restrictions:

- not to copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the Service, Content, or any part of the foregoing, in any way, nor to publicly display, perform, transmit or distribute any of the above without our prior written express consent;
- not to act in a manner which is and/or might be perceived as damaging to Uniper's reputation and goodwill or which may bring Uniper into disrepute or harm;
- not to impersonate any person or entity or provide false information in connection with the Service, whether directly or indirectly, or otherwise perform

any manipulation in order to disguise your identity or the origin of any material or information you submit to Uniper or other users of the Service;

- not to upload or transmit to the Website or the Application any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- not to perform any intentional action that results in the disruption of the Service, or that involves tampering with, or attempting to probe, scan, or test for vulnerabilities in the Service or Uniper's systems;
- not to sell, license, or exploit for any commercial purposes any use of or access to any Content, except as may be expressly permitted by Uniper in writing;
- not to remove or alter any copyright Notices, watermarks, restrictions and signs indicating proprietary rights of Uniper or any of our licensors, including copyright marks [©], creative commons [(cc)] indicators, or trademark signs [® or ™] contained in or accompanying any Content;
- not violate, attempt to violate, or otherwise fail to comply with these Terms of Use or any laws or requirements applicable to your use of the Service.

5. Ownership and Intellectual Property Rights

All rights, title and interest in and to the Service, the Content, the Equipment, the Website and the Application, including any and all copyrightable materials or any other content which is or may be subject to any intellectual property rights under any applicable law, including any artwork, graphics, images, website templates and widgets, literary works, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, the "look and feel" of the Website, the Application and any Content, methods, products, algorithms, data, interactive features and objects, inventions, trade secrets, domains, trademarks, service marks, trade names, logos and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, the "**Intellectual Property**"), and any derivations thereof are owned by and/or licensed to Uniper.

These Terms of Use do not convey any right or interest in or to Uniper's Intellectual Property (or any part thereof), except for the limited, non-exclusive, non-transferable and non-assignable right to use the Service, the Content, the Equipment, the Website and the Application subject to the provisions of these Terms of Use for your personal, non-commercial use.



Uniper's Equipment, any software embedded therein, and Content are not sold or transferred to you, and the Company and its licensors continue to retain ownership of all of the above after installation on your Devices.

6. Third Party Services

To the extent that the Service may include or interact with any equipment, devices or services provided by any third party ("**Third Party Services**"), you hereby agree and acknowledge that such Third Party Services may come with their own terms and conditions of use, and that Uniper does not endorse and shall not be liable with respect to such Third Party Services, and that you will review the terms and conditions of such Third Party Services, where applicable, and abide by their terms. Any use of Third Party Services is done at your sole risk and responsibility.

7. User Contributed Content

7.1. Users may post, upload, submit or otherwise contribute content to the Service, whether in the form of User reviews, feedback, opinions, texts, pictures, audio or video messages, chat and other posts or information ("**User Content**"). By posting User Content through or in connection with the Service, you hereby acknowledge and agree that you are the rightful owner of all the necessary rights and authority (including intellectual property rights) that permit you to post such User Content. Further, by posting the User Content through the Service you are deemed to have granted us an irrevocable, free of charge, sub-licensable, worldwide, non-exclusive, perpetual, transferable and assignable right to do any of the following at our sole discretion: access, download, copy, modify, edit, translate, monitor, delete, reproduce, distribute, display, perform and otherwise use and make available to the public the User Content, and any part thereof during the term hereof and at any time thereafter. You will have no right to object to or make any claims against any actions we take as stated above.

7.2. Without derogating from the above, you are solely responsible for all User Content posted by you through the Service, the Website or the Application. In addition to other restrictions contained in these Terms of Use, you may not use the Service or upload any User Content in a manner which:

- infringes the right of any third party, including privacy, publicity and/or intellectual property rights;
- may be deemed, in our sole discretion, offensive, threatening, abusive, harassing, defamatory, pornographic, libelous, vulgar, obscene or racially, ethnically or otherwise objectionable;
- promotes illegal activities, or the violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights (including, but not limited to,

patents, trademarks, trade secrets, copyrights, or any confidential, proprietary or trade secret information of any third party), information protection and privacy;

- impersonates any person or entity or otherwise misrepresents affiliation, connection or association with any person or entity, or uses any fraudulent, misleading or inaccurate contact information;
- restricts, inhibits or impedes any other person from using the Service, including, without limitation, by means of defacing or impeding any portion of the Website, the Application or the Content;
- involves the distribution of unsolicited mass mailings or other forms of spam, junk mail, chain letters, or similar items;
- disseminates any code malicious to computers and networks (including adware, spyware, worms, etc.); or,
- may be deemed as commercial or promotional content, or any content which advertises, markets and/or promotes any third party material, content, product, service and/or brand, without Uniper's express prior written consent.

We reserve the right to monitor, review or remove any infringing, unlawful, inappropriate or otherwise objectionable User Content at our sole and absolute discretion and without prior notice to any User. If you are a copyright owner, or are authorized to act on behalf of one, and you believe in good faith that any User Content contributed by another User has been posted in violation of copyright laws, please submit your requests to info@unipercare.com

Without derogating from the foregoing, Uniper is under no obligation to monitor interaction between the Users through the Service, and any such interaction between the Users (whether through posting of User Content or otherwise) shall be at your own discretion and risk.

YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST UNIPER RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WILL INDEMNIFY AND HOLD UNIPER AND ITS AFFILIATES HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

8. Our Right to Use Feedback and User Content

In consideration for the rights granted to you to use the Service, you grant us the right to use any User Content or any feedback, ideas or suggestions regarding the Service or Content ("**Feedback**") posted or otherwise provided by you through the Service for Uniper's internal business purposes, including, among other things, in Uniper's

marketing and advertising materials. You understand and agree that any such User Content and Feedback is not confidential, and you assign all intellectual property and other rights in such User Content and Feedback to Uniper; that you will not have the right to approve the final product; and that such User Content and Feedback shall remain the property of Uniper. You understand and agree that you will not receive any financial compensation if your User Content or Feedback is used for the purposes described in this section.

9. Term and Termination

These Terms of Use will continue in force for as long as you are using the Services or any part thereof. Uniper may terminate these Terms of Use or suspend your access to the Service at any time, including in the event of your actual or suspected breach of or non-compliance with any provisions of these Terms of Use. You are also entitled to terminate your use of the Service at any time, by notifying us or the applicable care partner. In the event of termination of these Terms of Use by Uniper due to discontinuation of Services for any reason, we will provide you with advance notice of such termination, as reasonable under the circumstances.

For the avoidance of doubt, these Terms of Use will continue to apply for as long as you continue to be in possession of the Equipment and have access to the Services. Any provisions of these Terms of Use that, either explicitly or by their nature, must remain in effect even after you discontinue use of the Services, shall survive termination (including, without limitation, Sections 5, 8, 10, 11, 12, 13, 15 and 16).

10. Warranty Disclaimer

YOU UNDERSTAND AND AGREE THAT, EXCEPT FOR THE SPECIFIC WARRANTIES THAT MAY BE CONTAINED HEREIN, THE SERVICE, THE CONTENT, THE EQUIPMENT, AND ANY ACCESS TO IT THROUGH THE WEBSITE OR THE APPLICATION IS PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS, AND UNIPER AND ITS AFFILIATES, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND EXPRESSLY EXCLUDE ANY WARRANTY THAT THE SERVICE OR THE CONTENT OFFERED TO YOU WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. ANY CONTENT, THIRD PARTY SERVICES AND/OR MATERIAL ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE, THE APPLICATION OR OTHERWISE IN CONNECTION WITH THE SERVICE IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE INSTALLATION OF THE EQUIPMENT ON YOUR DEVICES, OR USE

OF ANY CONTENT THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE, THE APPLICATION, OR OTHERWISE IN CONNECTION WITH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE. THIS SECTION DOES NOT AFFECT ANY STATUTORY REMEDIES THAT MAY BE AVAILABLE TO YOU AS A CONSUMER IN YOUR APPLICABLE JURISDICTION.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AND SAVE FOR Uniper's FRAUDULENT ACTIONS OR OTHER LIMITATIONS PRESCRIBED BY APPLICABLE LAW, UNIPER AND ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND/OR AGENTS DISCLAIM ANY LIABILITY TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING ANY DAMAGES RESULTING FROM: (A) ERRORS, MISTAKES, OR INACCURACIES OF OR IN ANY CONTENT; (B) ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO YOUR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE AND/OR ANY PERSONAL INFORMATION AND/OR OTHER INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION OF THE SERVICE; (E) THE USE OR DISPLAY OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SERVICE; (F) EVENTS BEYOND THE REASONABLE CONTROL OF UNIPER, INCLUDING ANY INTERNET FAILURES, EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, CYBER ATTACKS, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, EPIDEMICS, FIRES, FLOODS, STORMS, EARTHQUAKES, EXPLOSIONS, ACTS OF GOD, WAR, TERRORISM, GOVERNMENTAL ACTIONS, ORDERS OF COURTS, AGENCIES OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES; AND/OR (G) LOSS OF USE, DATA, PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM THE USE OR THE INABILITY TO USE OF THE SERVICE, THE CONTENT, THE EQUIPMENT, THE WEBSITE OR THE APPLICATION.

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

12. Indemnification

You agree to indemnify and hold Uniper, its affiliates, officers, directors, shareholders, employees and agents harmless from and against all claims, damages, obligations, losses, liabilities, costs and expenses of any kind (including reasonable attorney's fees and costs) arising from: (1) your violation of these Terms of Use; (2) any User Content

posted or contributed by you; (3) any activity in which you engage on or through the Service; and (4) your violation of any laws or the rights of third parties.

13. Disclaimer Regarding Medical Information Available Through the Service

MATERIALS OF MEDICAL NATURE PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE (INCLUDING ANY MEDICAL TOOLS INCLUDED IN THE SERVICES, SUCH AS TOOLS INTENDED TO SERVE AS REMINDERS TO TAKE MEDICATION, FOR EXAMPLE) ARE PROVIDED FOR THE USER'S GENERAL INFORMATION AND CONVENIENCE PURPOSES ONLY AND ARE NOT INTENDED TO DIAGNOSE, PREVENT, AND/OR TREAT ANY ILLNESS, NOR DOES THE COMPANY ENDORSE ANY PARTICULAR SERVICE AND/OR PRODUCT OR GUARANTEE ANY PARTICULAR RESULTS. **YOU SHOULD ALWAYS SEEK ADVICE OF A LICENSED MEDICAL PRACTITIONER PRIOR TO UNDERTAKING ANY COURSE OF TREATMENT OR EXERCISE PROGRAM.** THE COMPANY SHALL NOT BE LIABLE FOR ANY USE OF OR RELIANCE BY THE USER ON THE TOOLS, INFORMATION OR OTHER MATERIALS OF MEDICAL NATURE PROVIDED THROUGH THE SERVICE.

14. Assignment

These Terms of Use are personal to you, and are not assignable or otherwise transferable by you, except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without your consent.

15. Governing Law / Jurisdiction

These Terms of Use and any disputes arising hereunder are governed by, construed and interpreted in accordance with the laws of the State of Delaware, United States of America, without regard to conflicts of law principles. Any action seeking legal or equitable relief arising out of or relating to these Terms of Use will be brought only in the courts located in the State of Delaware.

16. General Terms

Other than as expressly set forth herein or as may be agreed in writing between you and us, these Terms of Use (including the Privacy Policy) comprise the entire agreement between you and Uniper with respect to your use of the Service, the Content, the Equipment, the Website and the Application, and supersede all prior or contemporaneous communications and understandings (whether oral, written or electronic) between you and Uniper in connection with the use of the Service, the Content, the Equipment, the Website and the Application.

If any provision of these Terms of Use and/or the Privacy Policy is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use and Privacy Policy will otherwise remain in



full force and effect and enforceable to the maximum extent permitted by law. The failure of Uniper to exercise any right provided for herein shall not be deemed a continued waiver of those or any other rights available to it under these Terms of Use or at law.

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.

The section and paragraph headings in these Terms of Use are for convenience only and shall not affect their interpretation. Any use of terms such as "including", "for example" or "such as" in these Terms of Use shall be read as being followed by "without limitation" where appropriate.

17. Contact Details and Customer Support

If you have any questions concerning the Service or any provision of these Terms of Use, please feel free to reach out by contacting our customer support center at 1-888-471-7623 or support@unipercare.com. Customer support services are available during 10am to 8pm EST. We go to great lengths to ensure smooth and prompt customer support service, but please allow reasonable time for responses to your queries, which we will do our best to prioritize according to the time submitted, level of urgency, and other relevant criteria.

We hope you enjoy the experience of using our Services!