

EMPATHY ALGORITHM TERMS OF USE

Last updated 03/05/2020

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AGREEMENT AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 13.

These Terms of Use (the “Terms” or “Agreement”) set forth the terms and conditions under which individuals residing in the United States may use the Empathy Algorithm LLC Site and/or the Empathy Algorithm LLC (as defined below). Empathy Algorithm LLC Services are subject to additional policies, rules and terms and conditions, which you may be required to agree to as a condition of using those Services (“Additional Terms”). In those cases, the applicable Additional Terms are set forth in the printed or online Service materials relating to those Services.

- Please read these Terms and any applicable Additional Terms before using the Site or the Services. By using the Site or the Services, you hereby represent, warrant, understand, agree to and accept these Terms and any applicable Additional Terms in their entirety whether or not you register as a user of the Site or Services (“Registered Users”).
- This Agreement contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against Empathy Algorithm LLC to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Section 13 “Agreement to Arbitrate”) no later than 30 days after the date you first use the Empathy Algorithm LLC Site or Services, or by January 17, 2020, whichever is later. Unless you opt out: (1) you will only be permitted to pursue claims against Empathy Algorithm LLC on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.
- These Terms include the Empathy Algorithm LLC **Privacy Policy**, which is incorporated herein. If you object to anything in these Terms, the Privacy Policy or any applicable Additional Terms, do not use the Site or the Services.
- These Terms are subject to change by Empathy Algorithm LLC at any time, subject to the following notification process. We will notify you about material changes in these Terms by sending a notice to the email address registered in your account, or by placing a prominent notice on our Site, so that you can choose whether to continue using our Services. Material changes will go into effect no less than 30 days after we notify you. Non-material changes or clarifications will take effect immediately upon posting of the updated Terms on our Site. You should periodically check www.care.com/terms for updates. Any use of the Site or the Services by you after the effective date of any changes will constitute your acceptance of such changes. These Terms supersede all prior versions of the Terms.

For purposes of these Terms, and except to the extent expressly excluded below, the “Site” shall mean www.empathyalgorithm.com and any other websites, web pages, mobile applications and mobile websites operated by Empathy Algorithm LLC (“Empathyalgorithm.com” or “we”) in the United States, and the “Services” shall mean any of the various services that Empathy Algorithm LLC provides through the Site or any other channels, including without limitation, over the telephone.

1. 1.1 About Our Services

Empathy Algorithm LLC offers various Services to help its users find, coordinate, and maintain quality care. The Services we offer include, among others:

- We provide services to Home-care Agencies, Caregiver and individuals seeking care services (such as elderly clients and their family members) in order to help them provide the best possible level of care using the Empathy Algorithm Platform.
- **For Home-care Agencies:** We provide services that help Home-care Agencies run their organizations effectively that include but not limited to as caregiver scheduling, client knowledge transfer, caregiver portal, family portal, invoicing, billing, payroll, ADL charting and much more. These services are designed to help improve agency performance.
- **For Caregivers:** We provide tools and information to help caregivers make more informed decisions when providing care for their clients that include but are not limited to client specific needs, medication reminders, appointment reminders, detailed ADL charting, timesheets, caregiver portal, payroll processing and much more
- **For Client and Family members:** We provide tools and information for clients and family members to keep them apprised on things pertinent to the client's care that include but are not limited to caregiver on staff, client scheduling/shifts, medication reminders, appointment reminders, family portal, direct messaging with agency and caregivers on staff and much more. We also provide timesheet and invoicing services for family and clients.
- The Site enables Registered Users to communicate and share information with other Registered Users who are within and Home Agency organization.
- Verified Customer Record/Customer Record Language
- In order to use the payment functionality of empathyalgorithm.com , you must open a "Dwolla Platform" account provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the [Dwolla Terms of Service](#). You authorize empathyalgorithm.com to collect and share with Dwolla your personal information including full name, [date of birth, social security number, physical address,] email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through empathyalgorithm.com application, and Dwolla account notifications will be sent by empathyalgorithm.com not Dwolla.

empathyalgorithm.com will provide customer support for your Dwolla account activity, and can be reached at support@empathyalgorithm.com

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Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

2. 1.2. Limitations of our Services

We offer a variety of Services to help our users find, coordinate, and maintain care for their families. However, we do not employ any Caregivers.

Through the Empathy Algorithm site, Home-care agencies assign caregivers to family members and clients based on the information the family provides us regarding their and their loved one's needs and preferences. In providing these services, neither we nor our respective employees are making a referral to, or endorsing, any individual, company or agency nor are we providing any medical, diagnostic, treatment or clinical service or engaging in any conduct that requires a professional license.

We contract with reputable Home-care agencies that have entered into an agreement with us pursuant to which they represent that each of their individual caregivers has passed a screening process including background and reference checks. However, each such Home-care agency operates independently of Empathy Algorithm LLC and is not under our control. Accordingly, we do not assume responsibility for the conduct of, or quality of the services provided by, such agencies or the individual caregivers.

Empathy Algorithm content is primarily user generated, and we do not control or vet user generated content for accuracy. Empathy Algorithm LLC does not assume any responsibility for the accuracy or reliability of any information provided by Agency managers, Caregivers and Families. We may offer certain Registered Users the opportunity to verify certain information such as their email address or cell phone number. If we indicate that a Registered User has verified certain information, it means that the user has complied with the process we have established for verifying such information. However, we do not guarantee, nor do we represent or warrant as to, the accuracy of such information.

Empathy Algorithm LLC is not responsible for the conduct, whether online or offline, of any Caregivers, Agencies or Client and Family members or other user of the Site or Services. Moreover, Empathy Algorithm LLC does not assume and expressly disclaims any liability that may result from the use of information provided on our Site. All users, including Home-care Agencies, Caregivers, client and client families members, hereby expressly agree not to hold Empathy Algorithm LLC (or its officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners or resellers, or your employer, if you enrolled in Empathy Algorithm LLC through their employer's benefits program, hereinafter "Affiliates") liable for the actions or inactions of any Home-care Agency, Caregivers, Client, Family members or other third party or for any information, instruction, advice or services which originated through the Site, and, Empathy Algorithm LLC and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

3. 1.3. User Responsibilities

Any screening of a Home Agency, Caregiver and his, her or its information by Empathy Algorithm LLC is limited and should not be taken as complete, accurate, up-to-date or conclusive of the individual's or entity's suitability as an employer or care provider. Registered Users are solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and selecting an appropriate caregiver for themselves or their family.

2. Eligibility to Use the Site and Services

By requesting to use, registering to use and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. You also represent and warrant that you meet the following eligibility criteria:

- Our Services are available only to individuals who are eighteen (18) years of age or older. If you do not meet the above age requirements, do not register to use the Site or Services.
- The Site and the Services are currently available only to individuals who are legally in the United States or the territory of Puerto Rico. If you reside outside the United States or Puerto Rico, visit our Site homepage for a listing of other countries where Empathy Algorithm LLC subsidiaries or affiliates offer similar services.
- If you are registering to be a Home-care Agency or Caregiver, you must be permitted to legally work within the United States or Puerto Rico.
- Neither you nor any member of your household may have ever been (i) the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, or (ii) registered, or currently required to register, as a sex offender with any government entity.
- You must not be a competitor of Empathy Algorithm LLC or using our Services for reasons that are in competition with Empathy Algorithm LLC.

3. Rules for User Conduct and Use of Services

1. 3.1. Registration, Posting, and Content Restrictions

The following rules pertain to "Content", defined as any communications, images, sounds, videos, and all the material, data, and information that you upload or transmit through the Site or Services, or that other users upload or transmit, including without limitation any content, messages, photos, audios, videos, reviews or profiles that you publish or display (hereinafter, "post"). By posting any Content while using our Service, you agree, represent and warrant as follows:

- You are responsible for providing accurate, current and complete information in connection with your registration for use of the Site and the Services.
- You will register your account in your own legal name, even if you are seeking care for another individual or family member.
- Unless otherwise permitted by Empathy Algorithm LLC, all Content you post will be in English as the Site and Services generally are not supported in any other languages.
- You are solely responsible for any Content that you post on the Site, or transmit to other users of the Site. You will not post on the Site, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, defamatory, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity), or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse, or give the impression that any Content emanates from Empathy Algorithm LLC where this is not the case. You will not provide inaccurate, misleading, defamatory or false information to Empathy Algorithm LLC or to any other user of the Site, and all opinions stated as part of Content must be genuinely held. Without limiting the foregoing, you represent and warrant to us that you have the right and authority to post all information you post about yourself or others, including without limitation that you have authorization from a parent or guardian of any minor who is the subject of any Content you post to post such Content.
- You understand and agree that Empathy Algorithm LLC may, in its sole discretion, review, edit, and delete any Content, in each case in whole or in part, that in the sole judgment of Empathy Algorithm LLC violates these Terms or which Empathy Algorithm LLC determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Site or others.
- You have the right, and hereby grant, Empathy Algorithm LLC, its Affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, transferable, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute your Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your Content by Empathy Algorithm LLC will not infringe or violate the rights of any third party.
- Your use of the Services, including but not limited to the Content you post on the Site, must be in accordance with any and all applicable laws and regulations.

- Empathy Algorithm LLC is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by users of the Site.
- We welcome your feedback and questions about the Site and Services. However, you agree that any comments, ideas, messages, questions, suggestions, or other communications you send to us or share with us through any channel (including, without limitation, the Site, email, telephone, surveys, and our social media accounts) shall be and remain the exclusive property of Empathy Algorithm LLC and we may use all such communications, all without notice to, consent from, or compensation to you.

Opinions, advice, statements, offers, or other information or content made available on the Site or through the Site, but not directly by Empathy-Algorithm-LLC, are those of their respective authors. Such authors are solely responsible for such content. Empathy Algorithm LLC does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or available through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will Empathy Algorithm LLC or its Affiliates be responsible for any loss or damage resulting from: (a) your reliance on information or other content posted on the Site or transmitted to or by any user of the Site or Service; or (b) reviews or comments made about you on the Site by other users.

You agree that Empathy Algorithm LLC has no obligation to remove any reviews or other information posted on the Site about you or any other person or entity. If you disagree with a review, you may post one rebuttal to the review, provided your rebuttal complies with these Terms. You may not terminate your registration and re-register in order to prevent a review from being associated with your account. The author of a review can always remove or request removal of a review they have written.

Empathy Algorithm LLC disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any users of the Site. Users hereby represent, understand and agree to hold Empathy Algorithm LLC harmless for any misstatements and/or misrepresentations made by or on behalf of them on this Site or in any other venue.

2. 3.2. Exclusive Use

If you are a Caregiver, you may use your account only to find care for yourself, your parents, your children, your grandchildren, individuals for whom you are otherwise the legal guardian or another Caregiver with whom you are entering a shared child care arrangement. If you are a Caregiver, you may use your account only to find care jobs for yourself. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity.

3. 3.3. Teen Providers, Parent Registered Users, and Parent Monitored Accounts

If you are fourteen (14) through seventeen (17) years of age and would like to participate in Empathy Algorithm LLC as a Care Provider (a “Teen Provider”), you may register to use the Site and Services but only if your parent or legal guardian consents to your registration through the Empathy Algorithm LLC site and also becomes a registered user (a “Parent Registered User”). Parent Registered Users will receive a copy of all communications between

the Teen Provider and other Registered Users as well as a copy of all emails Empathy Algorithm LLC sends to the Teen Provider. Parent Registered Users may respond to communications sent by other Registered Users to the Teen Provider and may report inappropriate message content to Empathy-Algorithm-LLC. Parent Registered Users may also log in to, update the settings of and terminate their Teen Provider's account.

For purposes of these Terms, Parent Registered Users and their Teen Provider(s) are deemed to be Care Providers. By registering as a Parent Registered User, you hereby represent, warrant, understand, agree to and accept these Terms and any applicable Additional Terms in their entirety on behalf of yourself and your Teen Provider whether or not you use the Site or Services, including without limitation Empathy-Algorithm-LLC right to run the verification and background checks described in Section 4 below. You further understand and agree that you will ensure your Teen Provider's compliance with these Terms and that you are responsible for any noncompliance by your Teen Provider.

If you are a Parent Registered User, you also agree that you are responsible for monitoring the account of your Teen Provider as well as your Teen Provider's activities both on and off of the Site, including monitoring who your Teen Provider communicates with and meets both on and off the Site and with whom he or she agrees to provide caregiver services.

If you register to use the Site as a Teen Provider, the first time you try to log in to your account after you turn eighteen (18), you will be required to agree to the Terms as in effect at the time, including the consents to run the verification and background checks described in Section 4 below. Once you accept the terms and log in, the parent monitoring functionality of your account will be removed and your Parent Registered User will no longer have access to your account. If you do not agree to the Terms after you turn eighteen (18), Empathy Algorithm LLC may terminate your access to all or part of the Empathy Algorithm LLC Site, remove your profile and/or any Content posted by or about you from the Site, and/or terminate your registration at Empathyalgorithm.com with or without notice.

4. 3.4. Prohibited Uses

By using the Site or Services empathyalgorithm.com agree that you will not under any circumstances:

- use the Site, Services, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the Site or Services for any fraudulent or unlawful purpose, for any purpose not expressly intended by Empathy Algorithm LLC or for the promotion of illegal activities;
- harass, abuse or harm another person or group, or attempt to do so;
- use another user's Empathy Algorithm LLC account;
- provide false or inaccurate information when registering an account on empathyalgorithm.com using the Services or communicating with other Registered Users;
- attempt to re-register with Empathy Algorithm LLC if we have terminated your account for any or no reason or terminate your

registration and re-register in order to prevent a review from being associated with your account;

- interfere or attempt to interfere with the proper functioning of empathyalgorithm.com's Services;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data (whether manually or through automated means);
- use the communication systems provided by or contacts made on Empathy Algorithm LLC for any commercial solicitation purposes;
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

In order to protect our users from prohibited activity, we reserve the right to take appropriate actions, including but not limited to restricting the amount of phone numbers a Care Seeker may view or the amount of emails a user may send in any 24-hour period to an amount which we deem appropriate in our sole discretion.

Should Empathy Algorithm LLC find that you violated the terms of this Section or any terms stated herein, Empathy Algorithm LLC reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services. By using the Site and/or Services, you agree that Empathy Algorithm LLC may assess, and you will be obligated to pay, \$10,000 per each day that you: (i) maintain Care Provider or Care Seeker information (including but not limited to, names, addresses, phone numbers, or email addresses) or copyrighted material that you scraped (either directly or indirectly in a manual or automatic manner) from the Site, or (ii) otherwise mis-use or mis-appropriate Site Content, including but not limited to, use on a "mirrored", competitive, or third party site. This obligation shall be in addition to any other rights Empathy Algorithm LLC may have under these Terms or applicable law.

Further, in order to protect the integrity of the Site and the Services, Empathy Algorithm LLC reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

4. Background and Verification Checks

1. 4.1 Care Providers Can Order or Authorize Background Checks about Themselves and Can Authorize the Sharing of Them with Other Members

Empathy Algorithm LLC offers to individuals who have registered as Care Providers and Care Seekers the following background check services from third-party consumer reporting agencies: Criminal Record Checks, Motor Vehicle Records ("MVR") Checks, Criminal + MVR Records Checks and Investigative Criminal Plus background checks (collectively "Background Checks"). Criminal Records Checks may be ordered by Care Providers about themselves or by Care Seekers, subject to the authorization of the Care Provider who is the subject of the check. MVR Checks only may be ordered by Care Providers about themselves. Criminal + MVR

Records Checks only may be ordered by Care Seekers, subject to the authorization of the Care Provider who is the subject of the check. Investigative Criminal Plus background checks may only be ordered by Care Seekers subject to the written authorization of the Care Provider who is the subject of the check. All background checks require payment of a separate fee by the Member who is initiating the background check request and are subject to the consent of the Care Provider on whom the check is being performed.

Each of these Background Checks is regulated by the Fair Credit Reporting Act (“FCRA”), and the background reports resulting from these services are considered “consumer reports” under FCRA. Consumer reports may contain information on your character, general reputation, personal characteristics, and mode of living, including but not limited to consumer credit, criminal history, workers’ compensation, driving, employment, military, civil, and educational data and reports.

Empathy Algorithm LLC will receive a copy of each Background Check you order or authorize through empathyalgorithm.com. You are responsible for making sure that the email address you provide to Empathy Algorithm LLC is correct, knowing that sensitive information will be sent to it.

If you authorize a Criminal Records Check or Criminal + MVR Records Check in response to a request by a Care Seeker who is considering hiring you, we will provide both you and the Care Seeker who ordered the check the ability to retrieve the report from the consumer reporting agency that performed the check. If a Care Seeker orders an Investigative Criminal Plus background check pursuant to your written authorization, the consumer reporting agency that performed the check will provide it directly to you and to the Care Seeker who ordered it based on your written authorization. **The results of any check ordered pursuant to your written authorization will be shared directly with requesting Care Seeker regardless of its contents.**

If you are a Care Provider and you have ordered a Background Check from a third-party consumer reporting agency through empathyalgorithm.com we may indicate in your profile that you have completed that check. However, we will not share the results with any other site visitor or Registered User without your specific authorization.

2. 4.2. Background Check Offerings Available to Individuals Who May Not Have Registered As Care Providers or Care Seekers

Through certain pages of the Site, we may from time to time offer to individuals who may or may not be registered as Care Seekers the opportunity to purchase Investigative Criminal or Investigative Criminal Plus background checks on caregivers who are not necessarily registered on empathyalgorithm.com. These background checks are performed by a third-party consumer reporting agency and are subject to the terms of Section 4.1 pertaining to Investigative Criminal Plus checks generally, and to Sections 4.3 and 4.7 except that (i) references to Care Seekers shall refer to individuals who order the checks regardless of whether they are registered as Care Seekers, (ii) references to Care Providers shall refer to individuals who authorize the check to be performed on themselves regardless of whether they are registered as Care Providers, and (iii) Empathy Algorithm LLC does not view the results of these checks regardless of whether the caregiver on whom the check is performed is registered as a Care Provider.

3. 4.3. Special Responsibilities of Users of Background Check under FCRA

The use of any background check reports obtained through the Site is governed by the federal Fair Credit Reporting Act (“FCRA”) and certain state laws. If you order or request access to background check on a Care Seeker, you are considered an end user of the check, and must agree to a required End User Certification before the check will be processed. This End User Certification requires you to certify that you will comply with the FCRA and any applicable state laws, and summarizes key legal obligations. A summary of your responsibilities in using the information contained the background check can be found <http://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-employers-need-know>. If there is negative data in a check you receive, and you choose to take “adverse action” (i.e. if you choose to pass on that individual’s candidacy) on the basis of this negative data, you must agree to take certain procedural steps, which can be found at <http://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-employers-need-know>. These include notifying the individual who is the subject of the report of your decision to take adverse action based on information contained in the report and the subject’s right to contest the accuracy or completeness of the report. If you have ordered a Criminal Records Check or a Criminal+ MVR Records Check, Empathy Algorithm LLC will provide a mechanism for you to request that the consumer reporting agency who performed the check complete these steps on your behalf. If the subject contests the report with the consumer reporting agency, you are required to suspend the hiring process while the agency researches the accuracy and completeness of the report.

4. 4.4 Empathy Algorithm LLC May Review and Use Background Checks You Order or Authorize About Yourself

By registering for and using the Site or Services as an individual Care Provider, and subject to your authorization, you acknowledge and agree that Empathy Algorithm LLC may review and use any Background Checks you have ordered or authorized about yourself for the purpose of protecting the safety and integrity of our Site and its users, which may, in the case of certain Care Providers, be considered an employment purpose pursuant to the FCRA. Empathy Algorithm LLC reserves the right to terminate your membership based on the information contained in such report, even if such information was subsequently dismissed.

If Empathy Algorithm LLC terminates your membership or access to the Site on the basis of information in a Background Check, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Empathy Algorithm LLC does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these Background Checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it and not empathyalgorithm.com

4. Empathy Algorithm LLC May Order and Use Background Screenings About You

By registering for and using the Site or Services as a Care Seeker or Care Provider, you hereby acknowledge and agree that Empathy Algorithm LLC has the right, but not the obligation, to use a third-party consumer reporting agency on an ongoing basis to use your personal information to run periodic background screenings on you for the purpose of protecting the safety and integrity of our Site and its users (“Preliminary Membership Screens”), which may, in the case of certain Care Providers, be deemed to be an employment purpose under the FCRA. Subject to certain additional disclosures and authorizations, if applicable to you as a

Care Provider, Empathy Algorithm LLC may order these screenings when you register with Empathy Algorithm LLC and thereafter in connection with your continued use of our Services and/or interaction with our Site (such as by contacting or communicating with other members, posting or updating a job or profile, ordering or authorizing a Background Check, etc.).

These Internal Background Checks are also regulated by FCRA, and the background reports resulting from these services are considered “consumer reports” under FCRA.

You understand and agree that Empathy Algorithm LLC may review the information provided by the third-party consumer reporting agency and that Empathy Algorithm LLC retains the right to terminate your Empathy Algorithm LLC registration based on the information it receives from these checks, even if such information was subsequently changed or corrected. If Empathy Algorithm LLC terminates your membership or access to the Site on the basis of information in a background report, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Empathy Algorithm LLC does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it (and not empathyalgorithm.com) within the time period specified in your notice. Notwithstanding this, you agree that Empathy Algorithm LLC is under no obligation to reinstate any accounts it may have terminated even if the information that led to the termination is subsequently changed or corrected.

BY AGREEING TO THESE TERMS AND USING OUR SITE, AND, IF APPLICABLE TO YOU AS A CARE PROVIDER, SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW EMPATHY ALGORITHM LLC TO PERFORM THESE INTERNAL BACKGROUND CHECKS FOR THE PURPOSES DESCRIBED ABOVE. IF YOU DO NOT WANT THESE INTERNAL BACKGROUND CHECKS TO BE PERFORMED, YOU SHOULD NOT USE empathyalgorithm.com

5. 4.6. Empathy Algorithm LLC May Regularly Verify Your Identity and the Accuracy of Your Representations and Warranties

By registering as a Care Provider or Care Seeker, and, if applicable to you as a Care Provider, subject to your additional authorization, you authorize empathyalgorithm.com and acknowledge that for purposes of promoting the safety and integrity of its Site and Service, Empathy Algorithm LLC reserves the right, but not the obligation, to utilize third party service providers to verify on an ongoing basis that your registration data is accurate and that the representations and warranties in Section 2 above addressing legal matters such as complaints, arrests, sex offender status, etc. are also true (“Verification Checks”). These third parties may use data from a variety of sources, under a variety of circumstances, for these site safety purposes including, without limitation, information from national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data.

You agree that Empathy Algorithm LLC may take such action in response to Verification Checks as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your membership, should it determine that you have violated any representation or warranty or any other provision of these Terms or are otherwise unsuitable for

empathyalgorithm.com also hereby represent, understand and expressly agree that Empathy Algorithm LLC does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in a Verification Check. We do not typically communicate the results of a Verification Check to any third party, though we reserve the right to do so for law enforcement or other safety-related purposes in accordance with applicable laws.

BY AGREEING TO THESE TERMS, AND, IF APPLICABLE TO YOU AS A CARE PROVIDER SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW EMPATHY ALGORITHM LLC TO PERFORM THE VERIFICATION CHECKS DESCRIBED ABOVE. IF YOU DO NOT WANT THESE VERIFICATION CHECKS TO BE PERFORMED, YOU SHOULD NOT USE empathyalgorithm.com

6. 4.7 Important Limitations About Background Checks; Release of Liability for Results of Background Checks, Internal Background Checks, and Verification Checks

SPECIAL NOTICE FOR MASSACHUSETTS AND NEW HAMPSHIRE: Criminal County Searches conducted in Massachusetts and New Hampshire as part of the Criminal Records Check and the Criminal+MVR Records Check (for individuals who are believed to have lived in one or both of these states during the seven years preceding the background check request) search only the Superior Court and a single District Court in the county seat or its equivalent for each county listed below. Criminal records (including misdemeanors and felonies) from other courts in these states will not be searched.

This is an illustrative, non-comprehensive, list of certain state and county limitations of the background checks offered through empathyalgorithm.com additional limitations may apply in certain jurisdictions, including on the federal level. For example, for many states only certain registered sex offender information is reported, and for many states, only a subset of felony convictions are reported (and not any misdemeanors, charges or arrest records).

In addition to legal and reporting system limitations of background checks, each check is performed with the authorization of the person being checked, using information he or she provides, such as home address, social security number, date of birth, and name. If a candidate provides incorrect information, the check might be run with inaccurate identifying data, which can impact the validity of the criminal check. Finally, criminal records are not always reported accurately or promptly, and human and electronic error can result in inaccurate or incomplete reporting. Consequently, even the most comprehensive background check offered may not disclose the existence of all criminal records in all jurisdictions.

If you decide to access, use, or share information provided by a Background Check, you agree to do so in accordance with applicable law. You also agree to release, indemnify and hold harmless Empathy Algorithm LLC from any loss, liability, injury, death, damage, or costs that may result from your use of, reliance on, or sharing of the information contained in a Background Check regardless of the cause, including, without limitation, due to the inaccuracy or incompleteness of any such information.

You expressly acknowledge that Empathy Algorithm LLC has no obligation to perform Background Checks, Internal Background Checks, or Verification Checks on any Registered Users. To the extent Empathy Algorithm LLC performs such checks on certain Registered Users, the checks are limited and should not be taken as complete, accurate, up-to-date or conclusive evidence of the accuracy of any information those users have provided or of their eligibility to use the Services.

5. Termination

Empathy Algorithm LLC reserves the right, in its sole discretion, to immediately terminate your access to all or part of the Empathy Algorithm LLC Site and/or Services, to remove your profile and/or any content posted by or about you from the Site, and/or to terminate your account with empathyalgorithm.com with or without notice for any reason or no reason in its sole discretion, including without limitation if Empathy Algorithm LLC should determine that you are not eligible to use the Services, have violated any terms stated herein or in any of the Additional Terms, are not suitable for participation as a Registered User, have mis-used or mis-appropriated Site content, including but not limited to use on a “mirrored,” competitive, or third-party site. Upon termination, Empathy Algorithm LLC shall be under no obligation to provide you with a copy of any content posted by or about you on the Site. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination.

Following any termination of any individual’s use of the Site or the Services, Empathy Algorithm LLC reserves the right to send a notice thereof to other Registered Users with whom we believe the individual has corresponded. Our decision to terminate an individual’s registration and/or to notify other Registered Users with whom we believe the individual has corresponded does not constitute, and should not be interpreted or used as information bearing on, the individual’s character, general reputation, personal characteristics, or mode of living.

6. Privacy

Empathy Algorithm LLC uses the information you provide on the Site or via the Services or in accordance with our [Privacy Policy](#). For more information, see our full Privacy Policy, the terms of which are incorporated herein.

7. Links To External Sites

Links from the Site to external sites (including external sites that are framed by empathyalgorithm.com inclusion of advertisements and other third-party content do not constitute an endorsement by Empathy Algorithm LLC of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such third-party content, but are for users’ reference and convenience.

Users access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Empathy Algorithm LLC does not control such sites, and is not responsible for their content.

Users further acknowledge that use of any site or content controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by empathyalgorithm.com's Terms of Use and Privacy Policy. Empathy Algorithm LLC expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold Empathy Algorithm LLC harmless from any liability that may result from the use of links that may appear on the Site.

8. Payment And Refund Policy

In order to utilize some Empathy Algorithm LLC Services or product offerings, the user of such Services or product offerings must pay Empathy Algorithm LLC either a recurring subscription, one-time, or other fees. In addition, the user is responsible for any state or local sales taxes

associated with the Services or product offerings purchased. Notwithstanding the foregoing, for certain Care Seekers who enroll in Empathy Algorithm LLC and receive access to a paid membership subscription through their employer's benefits program, the related subscription fee is paid by their employer, and the Care Seeker has no obligation to pay the automatically renewing subscription fee associated with such subscription so long as the subscription remains part of the employer's benefits program.

1. 8.1 Billing and Payment

If you sign up for a Empathy Algorithm LLC paid membership subscription, you agree to pay Empathy Algorithm LLC all subscription charges associated with the plan you subscribe to as described on the Site at the time you subscribe and provide your payment information. You also authorize empathyalgorithm.com or a third-party payment processor that works on our behalf, to charge your chosen payment method according to the terms of the plan to which you subscribe. The subscription period and the amount and frequency of the charges will vary depending on the subscription plan you select. Empathy Algorithm LLC reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

To the extent you elect to purchase other Services or product offerings we may offer for a fee, you authorize Empathy Algorithm LLC to charge your chosen payment provider for the Services and/or products you purchase. You agree that if Empathy Algorithm LLC already has your credit card on file as a result of prior purchases you have made, we may charge that credit card for the additional Services/products you purchase.

2. 8.2 Automatic Subscription Renewal and Cancellation

EMPATHY ALGORITHM LLC PAID MEMBERSHIP SUBSCRIPTIONS WILL CONTINUE INDEFINITELY UNTIL CANCELLED BY THE USER. AFTER YOUR INITIAL SUBSCRIPTION COMMITMENT PERIOD, AND AGAIN AFTER ANY SUBSEQUENT SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL EQUIVALENT PERIOD AS THE SUBSCRIPTION TERM YOU ORIGINALLY SELECTED AND AT THE SUBSCRIPTION RATE AND FREQUENCY DISCLOSED TO YOU ON THE SITE WHEN YOU ORIGINALLY SUBSCRIBED, UNLESS OTHERWISE PROVIDED AT THE TIME YOU SUBSCRIBED. IF YOU SIGN UP FOR A PAYMENT PLAN THAT ALLOWS YOU TO BE CHARGED MONTHLY OVER THE SUBSCRIPTION PERIOD AND YOU DECIDE TO CANCEL YOUR SUBSCRIPTION DURING THE SUBSCRIPTION PERIOD, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL CONTINUE TO BE BILLED FOR THE SUBSCRIPTION ON A MONTHLY BASIS UNTIL ITS ORIGINALLY SCHEDULED EXPIRATION DATE.

You may cancel your paid membership subscription at any time by following the instructions on your [account settings](#) page or contacting empathyalgorithm.com customer service department at support@empathyalgorithm.com. If you cancel your subscription, you typically will be permitted to use your subscription until the end of your then-current subscription term. Your subscription will not be renewed after your then-current term expires, but your payment method will be charged, and you will be required to pay, any cancellation or other fees associated with your early termination and disclosed to you at the time you signed up for the subscription plan.

3. 8.3 Free Trial Offers

Empathy Algorithm LLC may offer limited-time free trial subscriptions to certain users from time-to-time. Users who sign up for a Empathy Algorithm LLC Service on a free trial basis may have limited access to the Service and/or features of the Site. If a user signs up for a free

trial subscription, unless he or she cancels before the expiration of the free trial period, the user will be charged the price then in effect for a subscription to the Service, unless otherwise informed by Empathy Algorithm LLC at the time of original subscription. If a user does not want to continue with the Service after the expiration of the free trial period, the Care Seeker or Care Provider must downgrade or cancel their subscription, and request a refund of the subscription fee within thirty (30) days of being charged the subscription fee for the Service. Upon cancellation, the Care Seeker or Care Provider's credit card will be refunded for the amount of the most recent subscription charge so long as he or she has not used the subscription after the expiration of the free trial period.

4. 8.4 Credits

If you are a Care Provider, you may purchase or receive credits ("Credits") to be used where required to apply for or enhance your application to certain jobs posted by certain Care Seekers, or for other goods or services as described on the Site. If you purchase Credits, you agree to pay Empathy Algorithm LLC the price indicated on the Site at the time you make your purchase. Credits have no monetary or cash value, and your purchase or receipt of Credits does not represent a pre-funding of stored value that can be accessed or used in the future for any purpose. Credits cannot be sold, transferred or exchanged for "real world" money or cash. You agree that all sales of Credits are final and non-refundable and you are not entitled to a refund of any unused Credits, including in the event that you close your account or your registration is terminated by us in accordance with Section 5 above. Credits expire as described on the Site at the time you purchase or receive them. Upon expiration, we have the right but not the obligation to redeem any remaining Credits for other goods or services, which shall be identified at our sole discretion.

5. 8.5 Refund Policy

Except as set forth in these Terms or as described on the Site at the time you make a purchase, all payments for services/products are non-refundable and there are no refunds or credits for unused or partially used services/products or service/product cancellations. Notwithstanding the foregoing, if you have a paid membership subscription that is automatically renewed, we will refund the most recent charge to your credit card if: (i) you have not used your subscription during the current subscription renewal period and (ii) you downgrade or cancel your membership and request a refund of the most recent charge to your credit card within thirty (30) days of the most recent charge. Any such refunds will apply only to the most recent charge, regardless of how such refund request is made, for example, whether to Empathy Algorithm LLC or to your credit card company. Additionally, if you are a Care Seeker and you post a bona fide job during your initial paid membership subscription period, we will refund your initial paid membership subscription charge if: (a) you do not receive any responses to your first job posting within three (3) days of posting and (b) you contact us within thirty (30) days of your initial subscription charge to downgrade or cancel your membership and have not continued to use your account within that period. In addition, Empathy Algorithm LLC reserves the right to immediately downgrade or cancel your membership after payment of your refund. Empathy Algorithm LLC does not provide refunds or credits under any other circumstances, unless it determines in its sole discretion that a refund or credit is warranted due to extenuating circumstances, such as a duplicate account.

9. Release of Liability for Conduct and Disputes

Empathy Algorithm LLC is not an employer of Care Providers. Care Seekers may seek the services of a Care Provider through the use of the Site or Services, and Care Providers may post profiles and submit proposals to Care Seekers regarding their services.

In some instances, such as through the Assisted Search and Senior Care Planning Services, we or Care Concierge may provide Care Seekers a customized list of potential individuals, companies and/or agencies to consider based on the information the Care Seeker provides us regarding their and their loved one's needs and preferences. However, if a Care Seeker agrees on the provision of services from an individual, company or agency we or Care Concierge identifies through any of those Services, such agreement is solely between the Care Seeker and the Care Provider; neither Empathy Algorithm LLC nor Care Concierge is a party to any such agreement.

In some instances, such as through the Backup Care Service, the third parties we or Care Concierge contract with to provide services in support of that Service select the individual Backup Care Providers from their agency who provide the backup or senior care service. We and Care Concierge contract with reputable agencies that have entered into an agreement with us pursuant to which they represent that each of their individual Backup Care Providers has passed a screening process including background and reference checks. However, each such agency operates independently of Empathy Algorithm LLC and is not under our control. Any issues concerning the conduct of a Care Seeker or Care Provider including, without limitation, the services received by the Care Seeker or payment due to the Care Provider, must be resolved directly by the Care Seeker and the Care Provider. Empathy Algorithm LLC will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues.

By using this Site or our Services, you hereby represent, understand, and expressly agree to hold Empathy Algorithm LLC harmless for any claim or controversy that may arise out of the actions of or relationship between you and any Care Seeker, Care Provider or other user(s) of the Site that are not Backup Care Providers employed by our subsidiary, Care Concierge. You agree to take reasonable precautions in all interactions with Care Seekers, Care Providers or other users of the Site or the Services, particularly if you decide to meet offline.

Except with respect to Teen Providers (as described in Section 3.3), Empathy Algorithm LLC is intended for people 18 or over. Empathy Algorithm LLC will not knowingly collect any information from individuals under 13. Should we determine that you do not meet the age requirements for using our Site or Services, your registration will be terminated immediately.

10. Disclaimers; Limitations; Waivers; Indemnification

1. 11.1. No Warranty

The information and materials contained on the Site, including text, graphics, information, links or other items are provided "as is," "as available." Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by empathyalgorithm.com are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **EMPATHY ALGORITHM LLC DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY**

ANY PARTY OTHER THAN empathyalgorithm.com (3) WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EMPATHY ALGORITHM LLC EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.

IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, EMPATHY ALGORITHM LLC MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY USER OF OUR SITE TO PROVIDE SERVICES AS A CARE PROVIDER OR TO EMPLOY THE SERVICES OF A CARE PROVIDER.

WITH RESPECT TO CORPORATE CARE SEEKERS, THE INFORMATION AND MATERIAL CONTAINED ON THE SITE IS PROVIDED FOR YOUR INTERNAL USE ONLY AND MAY NOT BE COPIED OR REDISTRIBUTED FOR ANY REASON. THIS INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE INFORMATION IS THE INTELLECTUAL PROPERTY OF THE CORPORATE CARE SEEKER, EMPATHY ALGORITHM LLC OR ITS INFORMATION PROVIDERS. IN NO EVENT WILL EMPATHY ALGORITHM LLC OR ITS INFORMATION PROVIDERS BE LIABLE IN ANY WAY WITH REGARD TO SUCH INFORMATION. YOUR USE OF THE INFORMATION MUST IN ALL CASES COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

2. 11.2. Assumption of Risk

You assume all risk when using the Site and the Services, including but not limited to all of the risks associated with any online or offline interactions with users of the Site or the Services. You agree to take all necessary precautions, including but not limited to reviewing the recommendations set forth in empathyalgorithm.com when interacting with other site visitors or Registered Users.

3. 11.3. Limitation of Liability

Incidental Damages and Aggregate Liability. In no event will Empathy Algorithm LLC be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including without limitation damages related to any information received from the Site or Services, removal of content from the Site, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site or Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if empathyalgorithm.com representatives thereof, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL empathyalgorithm.com AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID EMPATHY ALGORITHM LLC FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$25.00.

No Liability for non-Empathy Algorithm LLC Actions. IN NO EVENT WILL EMPATHY ALGORITHM LLC BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE

CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES OR ANY AGREEMENT OR RELATIONSHIP FORMED USING THE SITE OR SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER REGISTERED USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Empathy Algorithm LLC makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

4. 11.4. Indemnification

By agreeing to these Terms, users of the Site and Services agree to indemnify, defend and hold harmless Empathy Algorithm LLC and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by Empathy Algorithm LLC and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site, (ii) use of the Site or Services by you in violation of these Terms of Use or in violation of any applicable law, or (iii) any relationship or agreement formed with a Care Seeker or Care Provider using the Site or Services. Users further agree that they will cooperate as reasonably required in the defense of such claims. Empathy Algorithm LLC and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of empathyalgorithm.com further agree to hold harmless Empathy Algorithm LLC and its Affiliates from any claim arising from a third party's use of information or materials of any kind that users post to the Site.

11. Agreement to Arbitrate

1. 13.1 Agreement to Arbitrate

This Section 13 is referred to in these Terms as the "Arbitration Agreement". Unless you opt-out in accordance with the opt-out procedures set forth in Section 13.8 below, you agree that all claims relating to or arising out of these Terms or the breach thereof, whether sounding in contract, tort, or otherwise that have arisen or may arise between you and Empathy Algorithm LLC or a Empathy Algorithm LLC Affiliate, whether relating to these Terms (including any alleged breach thereof), the Services, the Site, or otherwise, shall be resolved exclusively through **final and binding arbitration, rather than a court**, in accordance with the terms of this Arbitration Agreement, except you may assert individual claims in small claims court, if your claims qualify. Your rights will be determined by a **neutral arbitrator, not a judge or jury**. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

2. 13.2 Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND EMPATHY ALGORITHM LLC AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION, ACTION OR PROCEEDING. UNLESS BOTH YOU AND EMPATHY ALGORITHM LLC EXPRESSLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AGAINST EMPATHY ALGORITHM LLC AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER EMPATHY ALGORITHM LLC USERS. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

3. 13.3 Pre-Arbitration Dispute Resolution

Empathy Algorithm LLC is always interested in resolving disputes amicably and efficiently. So before you commence arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us via email at support@empathyalgorithm.com or

13.4 Arbitration Procedures

If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved **only by binding arbitration and not in courts of general jurisdiction**. Arbitration will be conducted by a neutral arbitrator in accordance with the rules of JAMS that are in effect at the time the arbitration is initiated (collectively referred to as the "JAMS Rules"), as modified by this Arbitration Agreement, and excluding the JAMS Class Action Procedures. For information on JAMS, please visit its website, <https://www.jamsadr.com/>. Information about JAMS's Rules and fees for consumer disputes can be found at the JAMS consumer arbitration page, <https://www.jamsadr.com/rules-comprehensive-arbitration/>. If there is any inconsistency between the JAMS Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would, including without limitation, the limitation of liability provisions in Section 11. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

To commence an arbitration against empathyalgorithm.com you must write a demand for arbitration that includes a description of the dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com. You should send three copies of the Demand, plus the appropriate filing fee, to JAMS at 500 North State College Blvd., Suite 600, Orange, CA 92868, and send one copy to Empathy Algorithm LLC at Empathy-Algorithm-LLC Inc., 217 C Rodgers forge Rd, Baltimore MD 21212 For more

information, see the JAMS arbitration rules and forms, <https://www.jamsadr.com/rules-download/>. You may represent yourself in the arbitration or be represented by an attorney or another representative. Once we receive your arbitration claim, we may assert any counterclaims we may have against you.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less you or Empathy Algorithm LLC may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Empathy Algorithm LLC subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or empathyalgorithm.com unless the arbitrator requires otherwise.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise and all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Empathy Algorithm LLC users, but is bound by rulings in prior arbitrations involving the same Empathy Algorithm LLC user to the extent required by applicable law.

4. 13.5 Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the JAMS Rules, unless otherwise provided in this Agreement to Arbitrate. If you demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Empathy Algorithm LLC will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Empathy Algorithm LLC will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Empathy Algorithm LLC for all fees associated with the arbitration paid by Empathy Algorithm LLC on your behalf that you otherwise would be obligated to pay under the JAMS rules.

5. 13.6 Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

6. 13.8 Opt-Out Procedure

You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice (“Opt-Out Notice”) in accordance with the terms of this Section. For new Empathy Algorithm LLC users, the Opt-Out Notice must be postmarked no later than 30 Days after the date you use our Site or Services for the first time. If you are already a current Empathy Algorithm LLC user and previously accepted the Empathy Algorithm LLC Terms prior to the introduction of this Arbitration Agreement, the Opt-Out Notice must be postmarked no later than January 17, 2017. You must mail the Opt-Out Notice Empathy-Algorithm-LLC Inc., Attn: Legal Department, 77 Fourth Avenue, 5th Floor, Waltham, MA 02451. The Opt-Out Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address(es) used to log in to the Empathy Algorithm LLC account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, Empathy Algorithm LLC will likewise not be bound by these arbitration provisions. All other terms of these Terms will continue to apply. Opting out of the Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. Empathy Algorithm LLC users who accepted a previous version of these Terms that included an arbitration agreement, and who did not timely opt out of that arbitration agreement, remain bound by the last arbitration agreement that they accepted. Upon receipt of a valid Opt-Out Notice, Empathy Algorithm LLC will provide the opting out user with a copy of the arbitration agreement from the last version of the Terms that the user accepted, if any exists.

7. 13.9 Future Changes to this Arbitration Agreement

Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, such change shall not be effective until at least 60 days from the date of posting, and shall not apply to any claim that was filed in a legal proceeding against Empathy Algorithm LLC prior to the effective date of the change. Moreover, if we seek to terminate this Arbitration Agreement from these Terms, such termination shall not be effective until 30 days after the version of these Terms not containing the Arbitration Agreement is posted to the Site, and shall not be effective as to any claim that was filed in a legal proceeding against Empathy Algorithm LLC prior to the effective date of removal.

12. Governing Law and Jurisdiction

These Terms, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of Delaware, including Delaware’s statutes of limitations governing your claim, without giving effect to its principles of conflicts of law, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of Section 13, the Arbitration Agreement.

Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute (except for small-claims court actions), either as a result of your decision to opt-out of the Arbitration Agreement or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Empathy Algorithm LLC must be resolved exclusively by a state or federal court located in the State of Delaware. You and Empathy Algorithm LLC agree to submit to the personal jurisdiction of the courts located within the State of Delaware for the purpose of litigating all such claims or disputes.

13. Consent to Electronic Communication

By using the Site or Services of empathyalgorithm.com , you agree to allow Empathy Algorithm LLC to communicate with you electronically, and you consent to electronic delivery of notices, documents, or products (including, without limitation, reports or copies of Background Checks and Preliminary Membership Screens) from Empathy Algorithm LLC via the Empathy Algorithm LLC Site, mobile application, online messaging platform, or e-mail. You also agree to check your Empathy Algorithm LLC account, alerts, and messages, and the e-mail account reflected on your Empathy Algorithm LLC on a reasonably regular basis to stay apprised of important notices and information about your account.

14. Miscellaneous

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way effect the validity, legality or enforceability of any other term or provision of these Terms. Each Affiliate (as defined in Section 1.2) is expressly made a third party beneficiary of this Agreement and may enforce this Agreement directly against you. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. Severability

If a court decides that any term or provision of these Terms other than Section 13.2 is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified. If a court decides that any of the provisions of Section 13.2 are invalid or unenforceable, then the entirety of Section 13 shall be null and void. The remainder of the Terms will continue to apply.

16. Contact Information

If you have any questions or need further information as to the Site or Services provided empathyalgorithm.com, or need to notify Empathy Algorithm LLC as to any matters relating to the Site or Services please contact Empathy Algorithm LLC at:

Empathy-Algorithm-LLC

217 C Rodgers forge Rd,

Baltimore MD

21212