

CareCompanion — Beta Terms and Conditions

Effective Date: January 1, 2026 **Last Updated:** January 1, 2026

These Terms and Conditions (the "**Terms**") govern your access to and use of the CareCompanion application, software, voice features, and related services (collectively, the "**Service**"), which are owned and operated by **Blue Box AI, LLC**, a California limited liability company ("**Company**," "**we**," "**us**," or "**our**").

By downloading, installing, accessing, registering for, enrolling another person in, or otherwise using the Service, **you agree to be bound by these Terms**. If you do not agree, do not access or use the Service.

In these Terms, "**you**" or "**User**" means the individual accepting these Terms, whether on your own behalf or on behalf of a care recipient or other person. "**Care Recipient**" means any person for whom the Service is used.

1. Eligibility, Capacity, and Authority

1.1 You must be at least 18 years old and able to enter into a legally binding contract to use the Service.

1.2 **Authority to enroll a Care Recipient.** If you set up, enroll, or use the Service for or on behalf of another person, you represent and warrant that you are either (a) the Care Recipient acting on your own behalf, or (b) a person with the legal right and authority to act on the Care Recipient's behalf — for example, as an agent under a valid power of attorney, a court-appointed guardian or conservator, or an authorized family member or caregiver. You are solely responsible for ensuring you have all rights, permissions, and authority necessary to enroll the Care Recipient and to consent on their behalf to the extent permitted by law.

1.3 **Consent of those recorded.** You represent and warrant that you have obtained the informed consent of the Care Recipient and of any other person whose voice or information may be captured by the Service, as required by applicable law (see Section 8). You are responsible for compliance with all "two-party" / "all-party" recording consent laws that apply.

2. What the Service Is — and What It Is Not

2.1 **Description.** CareCompanion is a software-based voice companion intended to provide conversational interaction and companionship-style features. It is a consumer technology product.

2.2 **NOT MEDICAL CARE. The Service is not a medical device and does not provide medical, nursing, clinical, diagnostic, therapeutic, or healthcare services of any kind.** The Service does not diagnose, treat, cure, prevent, monitor, or manage any disease, illness, injury, or health condition. Nothing the Service says or does is medical advice, and the Service is not a substitute for the advice, diagnosis, supervision, or treatment of a qualified physician, nurse, therapist, pharmacist, or other licensed healthcare or care professional. **Always consult a qualified professional regarding any medical or health concern, and never disregard or delay seeking professional advice because of something experienced through the Service.**

2.3 **NOT A SUBSTITUTE FOR SUPERVISION OR CARE. The Service does not provide caregiving, supervision, monitoring, or oversight of any person.** It is not an in-home aide, sitter, monitor, or caregiver substitute. **Care Recipients must not be left alone or unattended in reliance on the Service.** You remain fully responsible for arranging and maintaining appropriate human supervision, caregiving, and standard care at all times.

2.4 **NOT AN EMERGENCY OR SAFETY SYSTEM. The Service is not a medical alert system, personal emergency response system (PERS), fall-detection system, security system, or monitoring service.** It is not designed or guaranteed to detect, report, summon help for, or respond to any emergency, fall, medical event, fire, intrusion, or other urgent or dangerous situation. **In any emergency, you must call 911 or your local emergency number immediately and follow the directions of trained emergency personnel.** Do not rely on the Service to obtain emergency assistance.

2.5 **Statements not evaluated. Any statements made by or in connection with the Service have not been evaluated by the U.S. Food and Drug Administration (FDA) or by any other medical, regulatory, or governmental body or authority.** The Service is not intended to diagnose, treat, cure, mitigate, or prevent any disease or condition. No claim about the Service has been reviewed, verified, endorsed, or approved by any such body.

2.6 **AI-generated output.** The Service may use artificial intelligence and automated systems to generate responses. **AI output may be inaccurate, incomplete, outdated, biased, inappropriate, or otherwise unreliable, and may produce errors that appear plausible but are false.** You must not rely on the Service for medical, legal, financial, safety, or other important decisions, and you should independently verify any important information. The Service does not exercise professional judgment and is not a licensed professional of any kind.

3. Beta / Pre-Release Nature; Agreement to Test

3.1 Beta software. This release of the Service is a **beta, pre-release, and experimental** version provided for testing and evaluation purposes. **By using the Service, you acknowledge and agree that you are acting as a tester** and that the Service has not been fully tested, validated, or finalized.

3.2 Expect problems. Beta software may contain bugs, errors, defects, and inaccuracies; may be unstable, interrupted, delayed, or unavailable; may behave unexpectedly; and may change, be reset, or be discontinued at any time without notice. **We do not guarantee any level of accuracy, reliability, availability, uptime, performance, or fitness for any purpose during the beta.**

3.3 Data loss. During the beta, your data, settings, recordings, balances, and content **may be lost, corrupted, deleted, reset, or made inaccessible at any time.** Do not use the Service to store information you cannot afford to lose, and maintain your own independent records.

3.4 No obligation to continue. We may modify, suspend, limit, or discontinue the Service (or any feature, including the beta program itself) in whole or in part, at any time, with or without notice, and we have no obligation to release any commercial or future version.

3.5 Feedback. If you provide any feedback, suggestions, ideas, bug reports, or other input ("**Feedback**"), you grant us a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable license to use, reproduce, modify, and otherwise exploit the Feedback for any purpose without any obligation or compensation to you.

3.6 Confidentiality. You agree to keep non-public information about the beta Service — including unreleased features, performance, and your Feedback — reasonably confidential, and not to publicly disclose, publish, or share it with third parties without our prior written consent. This does not restrict any disclosure required by law.

4. Your Responsibilities

You agree that you are solely responsible for the following, and you assume all related risk:

- (a) Maintaining appropriate human supervision, standard care, and professional medical care for any Care Recipient at all times;
- (b) Independently verifying any information provided through the Service before relying on it;
- (c) Ensuring the Service is used appropriately, lawfully, and only as intended;
- (d) Keeping devices charged, connected, updated, and functioning, and understanding that the Service requires a compatible device and internet connection and will not function without them;
- (e) Obtaining and maintaining all consents described in Section 1.3 and Section 8;
- (f) Supervising any Care Recipient's interaction with the Service to the extent appropriate;
- (g) Maintaining the security and confidentiality of your account credentials, and all activity under your account; and
- (h) Complying with all laws applicable to your use of the Service.

5. Accounts and Registration

5.1 You agree to provide accurate, current, and complete information and to keep it updated.

5.2 You are responsible for safeguarding your login credentials and for all activity that occurs under your account. Notify us promptly of any unauthorized use. We are not liable for any loss arising from unauthorized use of your account.

6. Subscriptions, Billing, Renewals, and Refunds

6.1 Paid features. Certain features require payment. Current pricing and plan details are presented to you at the point of purchase and are incorporated into these Terms by reference.

6.2 Auto-renewing subscription. The Service offers an **auto-renewing subscription** (currently a recurring plan that includes a usage allowance, presently described as approximately ten (10) hours per renewal period). **YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOUR PAYMENT METHOD WILL BE CHARGED THE THEN-CURRENT PRICE AT THE START OF EACH RENEWAL PERIOD UNTIL YOU CANCEL.** Unused allowance from a subscription period **does not roll over** and is forfeited at the end of each period unless we state otherwise.

6.3 Consumable add-on packs. The Service may also offer one-time, consumable usage packs (currently described as approximately ten (10) hours per pack). These packs are **not** a subscription and are **not** auto-renewing. Allowance from consumable packs rolls over and remains available until used, subject to these Terms and any stated expiration.

6.4 How to cancel. You may cancel your auto-renewing subscription at any time, effective at the end of the current billing period. Cancellation methods depend on where you purchased: - **Apple App Store (in-app purchase):** manage and cancel through your Apple ID subscription settings. To avoid being

charged, you must cancel at least 24 hours before the end of the current period. - **Google Play (in-app purchase):** manage and cancel through your Google Play account subscription settings. - **Web (Wix Checkout) or other:** cancel through your account settings or at <https://eldercompanion.life/cancel>, or by contacting us at blueboxai11c@gmail.com.

6.5 Platform billing. Purchases made through the Apple App Store or Google Play are processed and governed by Apple's or Google's applicable terms and payment policies, in addition to these Terms, and certain billing, renewal, and refund matters for those purchases are controlled by the applicable platform. Where these Terms conflict with a platform's required terms for purchases made on that platform, the platform's required terms control for those purchases.

6.6 No refunds. Except where required by applicable law or by an applicable platform's policies, **all fees and purchases are non-refundable**, and there are no refunds or credits for partially used periods, unused allowance, or non-use.

6.7 Price changes. We may change prices, plans, and allowances. We will provide notice as required by law and, where required, obtain your consent before a renewal at a changed price. Changes apply to future billing periods.

6.8 Taxes. Stated prices may not include taxes. You are responsible for applicable taxes.

7. License and Intellectual Property

7.1 License to you. Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Service for your personal, non-commercial use during the beta.

7.2 Our ownership. The Service, including all software, models, content, designs, text, graphics, logos, trademarks, and other materials, and all intellectual property rights in them, are and remain the exclusive property of the Company and its licensors. No rights are granted except as expressly stated.

7.3 Restrictions. You will not, and will not permit others to: (a) copy, modify, distribute, sell, lease, or create derivative works of the Service; (b) reverse engineer, decompile, or disassemble the Service, or attempt to derive source code or underlying models, except to the extent this restriction is prohibited by law; (c) circumvent, disable, or interfere with security, usage limits, or other features; (d) use the Service to build a competing product; (e) use any automated means to access the Service except as expressly permitted; or (f) remove or alter any proprietary notices.

8. Privacy, Voice Data, and Recording Consent

8.1 Privacy Policy. Our collection and use of personal information is described in our Privacy Policy, available at <https://eldercompanion.life/privacy>, which is incorporated into these Terms by reference. Please review it carefully.

8.2 Voice and sensitive data. The Service captures and processes voice input and may process information that could be sensitive or health-related. By using the Service, you consent to such collection and processing as described in the Privacy Policy.

8.3 Recording consent. Recording laws vary by jurisdiction, and some require the consent of all parties to a conversation. You are responsible for ensuring that the Care Recipient and any other person whose voice may be captured has been informed and has consented to recording and processing to the extent required by applicable law. You will not use the Service to record any person without legally sufficient consent.

8.4 Third-party processors. The Service relies on third-party infrastructure and service providers (for example, cloud hosting, speech, and AI providers) that may process data on our behalf, as described in the Privacy Policy.

9. Acceptable Use

You agree not to use the Service: (a) for any unlawful, harmful, fraudulent, or abusive purpose; (b) to make medical, emergency, safety, legal, or financial decisions in reliance on the Service; (c) to harass, harm, deceive, or violate the rights of any person; (d) to upload or transmit malicious code or interfere with the Service; (e) to attempt to gain unauthorized access to the Service or related systems; or (f) in any way that violates these Terms or applicable law.

10. Third-Party Services and Links

The Service may interoperate with or contain links to third-party products, services, or content, including app stores, AI providers, payment processors, and other vendors. We do not control and are not responsible for third-party services, and your use of them is governed by their own terms and policies. We make no representations or warranties regarding any third-party service.

11. No Professional Relationship

Your use of the Service does not create any physician-patient, nurse-patient, caregiver, fiduciary, professional, or special relationship between you (or any Care Recipient) and the Company. The Company does not assume any duty of care to supervise, monitor, treat, or care for any person.

12. Assumption of Risk

You knowingly and voluntarily assume all risks associated with using a beta, experimental, non-medical voice companion product, including the risks that the Service may be inaccurate, unavailable, delayed, or defective; that AI output may be wrong or inappropriate; that the Service will not detect or respond to emergencies; and that the Service is not a substitute for medical care or human supervision. **You agree that you, and not the Company, are responsible for the care, safety, and supervision of any Care Recipient.**

13. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, ACCURATE, RELIABLE, ERROR-FREE, OR AVAILABLE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR PRODUCE ANY PARTICULAR RESULT. **NO ADVICE OR INFORMATION OBTAINED THROUGH THE SERVICE CREATES ANY WARRANTY NOT EXPRESSLY STATED HERE.**

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

14.1 No indirect damages. THE COMPANY AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, LICENSORS, AND SUPPLIERS (THE "**COMPANY PARTIES**") WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

14.2 Liability cap. THE COMPANY PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS YOU ACTUALLY PAID TO THE COMPANY FOR THE SERVICE IN THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US\$100).

14.3 Basis of the bargain. These limitations are an essential basis of the bargain and apply even if a remedy fails of its essential purpose.

14.4 Exceptions and savings clause. Some jurisdictions do not allow the exclusion or limitation of certain damages — including, in some cases, damages for personal injury or arising from gross negligence or willful misconduct — so some of the above limitations may not apply to you. Nothing in these Terms limits liability that cannot be limited by applicable law.

15. Indemnification

You agree to defend, indemnify, and hold harmless the Company Parties from and against any and all claims, demands, actions, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use or misuse of the Service; (b) your violation of these Terms or applicable law; (c) your violation of any rights of any third party, including any Care Recipient; (d) any claim that you lacked authority or consent to enroll a Care Recipient or to record any person; (e) any decision made or action taken (or not taken) by you or any other person in reliance on the Service; and (f) any injury, harm, or loss to any Care Recipient or third party connected with your use of the Service. We may assume the exclusive defense of any matter subject to indemnification, and you agree to cooperate.

16. Suspension and Termination

16.1 We may suspend or terminate your access to the Service at any time, with or without cause and with or without notice, including if we discontinue the Service or the beta program.

16.2 You may stop using the Service at any time. To cancel paid features, follow Section 6.4.

16.3 Upon termination, your license ends and you must stop using the Service. Sections that by their nature should survive termination (including Sections 2, 3.5, 7.2, 11–15, 17–19, and 21) will survive.

17. Governing Law and Venue

These Terms are governed by the laws of the State of California, without regard to its conflict-of-laws rules. Subject to Section 18, you agree that the exclusive venue for any dispute not subject to arbitration will be the state and federal courts located in Los Angeles County, California, and you consent to personal jurisdiction there.

18. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

18.1 **Informal resolution first.** Before starting arbitration, you agree to first contact us at blueboxaillc@gmail.com and attempt to resolve the dispute informally for at least 30 days.

18.2 **Binding arbitration.** Except as provided below, any dispute, claim, or controversy arising out of or relating to the Service or these Terms will be resolved by **binding individual arbitration** administered by the **American Arbitration Association ("AAA")** under its **Consumer Arbitration Rules** then in effect (available at www.adr.org), rather than in court. The arbitration will be conducted in English; may be held by telephone, videoconference, or on written submissions where the AAA rules permit; and, if an in-person hearing is required, will take place in Los Angeles County, California, unless you and the Company agree otherwise or the applicable AAA rules require a location nearer to you. Judgment on the award may be entered in any court of competent jurisdiction.

18.3 **Class action waiver.** You and the Company agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate claims or preside over any form of class or representative proceeding.

18.4 **Exceptions.** Either party may (a) bring an individual claim in small claims court if it qualifies, and (b) seek injunctive or equitable relief in court for actual or threatened infringement or misuse of intellectual property or confidential information.

18.5 **Opt-out.** You may opt out of this arbitration agreement by sending written notice to blueboxaillc@gmail.com within 30 days of first accepting these Terms. If you opt out, Section 17 governs disputes.

18.6 **Enforceability.** If the class action waiver is found unenforceable as to a particular claim, that claim will be severed and proceed in court, but the remainder of this Section will remain in effect.

19. Geographic Scope

The Service is intended for use by residents of the United States only. The Service is not directed to individuals located outside the United States, and we make no representation that it is appropriate or available for use in other jurisdictions. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws.

20. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will provide reasonable notice (for example, by posting the updated Terms with a new "Last Updated" date or through the Service). Your continued use of the Service after the changes take effect constitutes your acceptance of the updated Terms.

21. General

21.1 **Entire agreement.** These Terms, together with the Privacy Policy and any terms presented at the point of purchase, are the entire agreement between you and the Company regarding the Service and supersede all prior agreements on the subject.

21.2 **Severability.** If any provision is held invalid or unenforceable, that provision will be limited or severed to the minimum extent necessary, and the remaining provisions will remain in full force.

21.3 **No waiver.** Our failure to enforce any provision is not a waiver of our right to do so later.

21.4 **Assignment.** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms freely, including in connection with a merger, acquisition, or sale of assets.

21.5 **Force majeure.** We are not liable for any delay or failure to perform due to causes beyond our reasonable control.

21.6 **Electronic communications.** You consent to receive communications from us electronically, and you agree that electronic communications satisfy any legal requirement that such communications be in writing.

21.7 **Headings.** Section headings are for convenience only and do not affect interpretation.

21.8 **Relationship to platform terms.** Your use of the Service through the Apple App Store or Google Play is also subject to those platforms' terms; the standard Apple "Licensed Application End User License Agreement" terms apply to the extent required for App Store distribution.

22. Contact

If you have questions about these Terms, contact us at:

Blue Box AI, LLC 4850 Hollywood Blvd, Apt 409 Los Angeles, CA 90027 Email: blueboxai11c@gmail.com Website: <https://eldercompanion.life>

By using CareCompanion, you acknowledge that you have read, understood, and agree to these Terms and Conditions, including the disclaimers in Section 2, the assumption of risk in Section 12, the disclaimer of warranties in Section 13, the limitation of liability in Section 14, and the arbitration agreement and class action waiver in Section 18.