



## **Terms of Service**

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## **ACCESS AND USE AGREEMENT**

Welcome to CareForward, a proprietary Software as a Service (“SaaS”) technology platform owned and operated by CareForward Inc. In these Terms of Service (“Terms”), CareForward is referred to as “CareForward” or “We.”

Please read these Terms carefully. This is a binding agreement on you, personally, and on any organization, agency, or entity that you represent (collectively “You” / “Your”) in accessing and using CareForward. These Terms govern your use of the Site, and you agree to the Terms and to our Privacy Policy simply by using or logging into the Site.

We are granting You access to and use of CareForward, including the CareForward related Sites, pursuant to these Terms.

### **A. CareForward - Access to and Use of SaaS Platform - Not a Direct Service Provider**

There are multiple categories of CareForward users, as follows:

**1. Requesting Organization:** These are human service agencies or organizations, whether public or private, providing social services to individuals and their caregivers/families in crisis. These individuals and their caregiver/ families in crisis are referred to as “Care Recipient(s)”.

Requesting Organizations are uncovering and vetting the needs of Care Recipients. In a CareForward approved Requesting Organization, there are various types of CareForward users, including Organization Administrator(s), Organization Approver(s), and Organization Requester(s), who are involved in entering needs into CareForward and monitoring those needs through closure within CareForward.

**2. Community Action Network Volunteer Responder:** These are individuals who are saying “yes” to see and help fund and otherwise meet needs entered by a Requesting Organization into CareForward.

**3. Partner Organization:** These are businesses, faith communities, non-profit organizations, higher education institutions and associations who are saying “yes” to see and help fund and otherwise meet needs entered by a Requesting Organization into CareForward. They also offer one of more of the following:



- Serve as a “Care Exchange Location” for Care Recipients or a designee will meet up with the CAN Volunteer Responder to deliver or meet the requested need.
- Offer a discount to the Care Recipient or CAN Volunteer Responders
- Engage their employees/members to meet CareForward requests.
- Contribute items or offer a discount toward meeting CareForward requests.
- May be an Organization Requester.

The above categories of users, and any others that may be added, are collectively referred to as “CareForward Stakeholders.” You may be a CareForward Stakeholder in one or more user categories.

**CareForward is a SaaS technology platform that connects willing CareForward Stakeholders**, so that approved Requesting Agencies can enter vetted needs of individuals and families in crisis. Volunteer Partner Organizations and Community Action Network Volunteer Responders can see and have the opportunity, but not the obligation, to say “yes” to help meet the needs entered, and the CareForward Stakeholders are digitally connected to meet such needs for the benefit of Care Recipients. As a SaaS technology platform, CareForward automates and facilitates care connections and the distribution of content through the platform, as well as providing various reporting and analytics services. Through these Terms, You are being granted access to and use of CareForward

You acknowledge and understand that **CareForward is not a direct service provider** to the Care Recipient whose needs are entered into CareForward, and You are not expecting or contracting for such direct services from CareForward through these Terms.

## **B. CareForward Stakeholder Trust Commitments**

All CareForward Stakeholders, including You, who access and use CareForward, whether on an individual basis or on behalf of an agency or organization, commit to do so with a good faith desire to serve individuals and their caregivers/families in crisis, and never to exploit, abuse, or otherwise harm individuals and families, or other CareForward Stakeholders, in any way. Each and every CareForward Stakeholder using CareForward to make care connections takes responsibility for



his/her/its own actions and/or inactions, and commits to never intentionally or negligently hurt individuals and families or other CareForward Stakeholders. It is upon this core trust that these Terms are established, and that access and use of CareForward is authorized.

### **C. Your Accounts**

You may be required to create an account and specify a password in order to use certain services or features on the Site. To create an account, You must be at least 18 years old and You must provide truthful and accurate information about Yourself. You agree that You have not and will not impersonate anyone else when You create Your account. If Your information changes at any time, please update Your account to reflect those changes. In some cases, an account may be assigned to You by an administrator, such as Your employer, organization, or agency. If You are using or logging into an account assigned to You by an administrator, additional terms may apply to Your use of the Site. Moreover, Your administrator may be able to access or disable Your account without our involvement. You may not share Your account with anyone else. Please keep Your password confidential and try not to use it on other websites. If You believe that Your account has been compromised at any time, please notify Your organization administrator.

### **D. Partner Affiliation**

Please note that if You enroll in CareForward and opt-in to share Your information with the partner site You came through, You acknowledge and agree that Your participation creates no expectation of privacy. You acknowledge that any Content (as defined in Section F, below) that You communicate may be seen and used by others.

### **E. Modifications and Termination**

Because we are a SaaS technology platform and the development and improvement of technology is continuous, We reserve the right to modify our Site at any time, with or without notice to You, and commit to not do so in any manner violative of law. While we strive for excellence and consistency, we must have flexibility in the ongoing technology development and operation of the platform.



## **F. Content You Post**

We may provide opportunities for You to post text, photographs, videos, training resources, or other content (collectively, “Content”) on the Site. You agree to post Content in good faith that is intended to build others up, and never to post Content that hurts others or in any way violates the legal or confidentiality rights of others. You can only post Content if You own all the rights to that Content, or if another rights holder has given You permission to post the Content at issue. You do not transfer ownership of your Content simply by posting it. However, by posting Content, You grant CareForward, our agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use Your Content. Please note that this license continues even if You stop using our Sites. If You send any information, ideas, suggestions, or other communications to CareForward, those communications will not be confidential. Unless CareForward tells You otherwise, we reserve the right to reproduce, use, disclose, and distribute such communications without any obligation to You. If you choose to make any of your personal information or other content publicly available on or through the sites, you do so at your own risk.

## **G. Content Posted by Others**

We are not responsible for and do not endorse Content posted by any other person. Accordingly, we may not be held liable, directly or indirectly, for any loss or damage caused to You in connection with any Content posted by another.

## **H. Your Confidential Information**

If You, as a CareForward Stakeholder, including a Requesting Organization, have a legal, contractual, or organizational duty to protect Confidential Information, such as the identities of individuals and families, information covered by HIPAA, or other protected Confidential Information, You agree not to enter any such protected Confidential Information into CareForward. CareForward assumes no responsibility to police Your confidentiality obligations.



## **I. Your Use of the Site**

You agree that You will not use the Site in a way that violates any laws, infringes on anyone's rights, is offensive, or interferes with the Site or any features on the Site (including any technological measures we employ to enforce these Terms). If We (in our sole discretion) determine that You have acted inappropriately, We reserve the right to take down Content, terminate Your account, prohibit You from using the Site, and take any other appropriate actions, legal or otherwise.

Using our Site does not give You ownership of any intellectual property rights in/to CareForward or the Site or to the Content that You access. You may not use Content from our Site for Your use external to the Site unless You obtain permission from us or the Content's owner, or unless You are otherwise permitted by law.

When You use the Site or send communications to us through the Site, You are communicating with us electronically. You consent to receive electronically any communications related to Your use of the Site. We may communicate with You by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to You electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by You shall be deemed delivered and effective when sent to the email address You provide to us. Please note that by submitting Content, creating a user account, or otherwise providing us with Your email address, postal address, or phone number, You are agreeing that We or our agents may contact You at that address or number in a manner consistent with our Privacy Policy.

The Site may contain links to third-party websites. That does not mean that We control or endorse those websites or any goods or services sold on those websites. Similarly, the Site may contain ads from third-parties. We do not control or endorse any products being advertised.

## **J. Social Networks**

The Services that We provide through the Site may include features that operate in conjunction with certain third-party social networking websites that You visit, such



as Facebook, Instagram, YouTube, TikTok, LinkedIn, and Twitter (“Social Network Features”). While Your use of the Social Network Features is governed by these Terms, Your access and use of third-party social networking sites and the services provided through the Services is governed by the terms of service and other agreements posted on these sites. You are responsible for ensuring that Your use of those sites complies with any applicable terms of service or other agreements.

#### **K. SaaS Services/Site “As Is”**

Disclaimers. The SaaS Services/Site (“SS”) is provided as is, without warranty of any kind, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The entire risk as to the quality and performance of the SS is with You. There is no representation or suggestion that the SS will meet your requirements, be error free or operate without interruption.

#### **L. Liability for our SaaS Services/Site**

Exculpatory Provisions. We shall not be liable to you for any loss, damages, claim or expense arising from the use or enjoyment of the SaaS Services/Site (“SS”) occasioned by any inaccuracy, error or delay in, or omission of or from the collection, computation, compilation, maintenance, reporting or dissemination or any information derived from SS, resulting either from any act or omission by us, or from any act, condition or cause beyond the reasonable control of us, including, but not limited to, Covid-19 pandemic, flood, extraordinary weather conditions, earthquake or others acts of god, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment or software malfunction. If the foregoing disclaimer and waiver of liability, or any part thereof, should be deemed invalid or ineffective, our cumulative liability including that of our respective affiliates shall not exceed the actual amount of loss or damage, or the sum of total donations or other cash consideration we receive directly from providing SS, whichever is less.

#### **M. CareForward Non-Discrimination Commitment**

Volunteer Partner Organizations and Community Action Network Volunteer Responders that elect to say “yes” to meet a need that a Requesting Organization



enters into CareForward shall do so without illegal discrimination in any way. Furthermore, CareForward and all CareForward Stakeholders utilizing the CareForward platform agree to comply with all local, state, and federal Equal Employment Opportunity and Non-Discrimination laws, to the extent applicable.

#### **N. Choice of Law & Dispute Resolution**

Virginia law shall govern any conflict related to these Terms. Any claim or dispute related to these Terms shall be resolved according to the dispute resolution process set forth in this Section:

1. If You or We have a claim or dispute arising out of or related to these Terms, the complaining party shall contact the appropriate contact person for the other party to meet and attempt to resolve any claim or dispute arising out of or related to these Terms through good faith negotiations.
2. If the parties are unable to resolve such a claim or dispute, You further agree to submit any alleged claim or dispute to mediation conducted according to such rules of procedure as the parties agree. The venue for such mediation or conciliation process shall be Roanoke, VA, or such other location agreed upon by the parties.
3. If the parties are unable to resolve a dispute in the manner set forth above, the dispute shall be submitted to binding arbitration in accordance with the rules and procedures established by the American Arbitration Association. The venue for such arbitration shall be Roanoke, VA, or such other location agreed upon by the parties. Subject to the foregoing provisions of this Section, You and We intend that arbitration shall be the sole remedy available as to matters arbitrable in these Terms. All arbitration awards shall be final and binding on the parties, and the parties agree to abide by all awards rendered in such arbitration proceedings. Arbitration awards shall be enforceable by appropriate proceedings at the request of any party. Unless otherwise provided by the arbitrators, each party shall pay one-half of the reasonable fees and expenses of the arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its





counsel, witnesses and others acting for it, shall be paid as determined by the arbitrators.

#### **O. Modifications/Changes/Supplements**

By continuing to use or log in to a CareForward Site, You indicate Your agreement to the Terms. Your access to and use of CareForward may be subject to a separate/additional manually or digitally executed agreement, including agreements to pay SaaS platform fees, and Essential Reading that is applicable to You. Such additional terms supplement, and do not supplant, these Terms and become part of your agreement if You use the CareForward platform or log into the Site. To the extent that terms in any separate/additional agreement conflict with these Terms, the Terms herein govern and are controlling.

#### **P. Feedback Surveys and Data Use**

By using CareForward's SaaS platform, you acknowledge and agree to the following terms related to feedback surveys and data use:

1. **Periodic Feedback Surveys:** CareForward strives to enhance our platform and cater to the evolving needs of users. To achieve this, receiving feedback and insights of users is pivotal. As a user of our platform, you acknowledge and accept that CareForward will periodically send you feedback surveys. These surveys are delivered as transactional emails, meaning they are inherent to the services we provide and not promotional in nature. Consequently, users will not have the option to opt-out of receiving such survey emails. Participation in these surveys remains optional and at your discretion.

2. **Data Handling and Sharing:** In connection with these feedback surveys, CareForward will collect and store data you provide. To maintain your privacy and security, we will de-identify any data shared. "De-identified" refers to data stripped of any information that could potentially be used, directly or in conjunction with other data, to determine an individual's identity. Examples of such identifying information include, but are not limited to, names, social security numbers, dates of birth, and mother's maiden names. Upon de-identification, we may share this data with our trusted partners for research purposes. By agreeing to these terms,



you consent to such sharing, always ensuring the safeguarding of your personal and identifying details.

## **Q. Background Checks**

CareForward prioritizes the safety of our volunteers and the individuals they serve. Based on the type of request, volunteers may be required to undergo background checks to obtain criminal history information to ensure compliance with safety standards. If a background check reveals the volunteer to have a Barrier Crime, as defined in [§ 19.2-392.02](#) of the Code of Virginia, CareForward will follow a structured adverse action process.

### **Disqualifying Offenses:**

Volunteers who possess a Barrier Crime offense, as defined in [§ 19.2-392.02](#) of the Code of Virginia, will not be permitted to transport or enter a care recipient's home.

CareForward is a technology platform that connects individuals in need with volunteers and partner organizations who donate time, talent, or resources and thereby is not a regulated service. CareForward follows the standards and definitions for Barrier Crimes as defined in [§ 19.2-392.02](#) of the Code of Virginia. See also: ([https://dls.virginia.gov/groups/barriercrimes/list\\_of\\_barrier\\_crimes.pdf](https://dls.virginia.gov/groups/barriercrimes/list_of_barrier_crimes.pdf)).

### **Background Check Processing:**

CareForward uses Checkr, an FCRA-compliant background check service, to supply the information to CareForward for the purpose of determining your eligibility for volunteerism based on our criteria. Through Checkr, CareForward processes an SSN Trace, Sex Offender Search, Global Watchlist Search, and National Criminal Search. CareForward will use this information for decision making based on the requirements of the Fair Credit Reporting Act. A copy of the Summary of Rights Under the Fair Credit Reporting Act can be found on the CareForward website and in the CareForward web application.

### **Adverse Action Process:**

First, we will notify the volunteer via email of the potential adverse decision through a Pre-Adverse Notification. This will include a summary report with the reason for disqualification and instructions to dispute the results within a specified time



frame. During this time, the volunteer will have the opportunity to dispute any inaccuracies or provide additional context. If the dispute is resolved in favor of the volunteer, no further action will be taken.

If, after reviewing the dispute, the adverse information is confirmed, a formal Adverse Action Notification, along with the background check, will be emailed to the volunteer. The volunteer will receive written notice detailing the reasons for disqualification and instructions for follow-up, if applicable. CareForward ensures confidentiality and fairness throughout this process, complying with all legal requirements.

**Background Check Privacy Notice:**

CareForward is committed to protecting the privacy of all individuals involved in the background check process. Any personal information collected during this process will be used solely for the purpose of ensuring the safety and security of our volunteers and the individuals they serve. We will not share this information with any third parties without your consent, except as required by law. All data will be handled in accordance with applicable privacy laws and regulations.