Respite4Kids™ Terms and Conditions

1. Acceptance of Terms

1.1. These Terms and Conditions ("T&C") constitute a legally binding agreement between you ("you" or "your") and Eastside Technologies, Inc., an Ohio corporation ("Eastside"). It governs your access to and use of the website, mobile applications, software, platform, and related services known as Respite4Kids™ as they may exist from time to time (collectively, "Respite4Kids").

1.2. In order to register for, access, or use Respite4Kids, you must be one of the following:

(a) **Caregiver:** A parent, caregiver, or guardian of a youth with complex behavioral health and multisystem needs ("Youth") who seeks respite care services ("Respite Services") for the Youth under the OhioRISE program offered by the Ohio Department of Medicaid ("ODM"). A Caregiver must comply with these T&C, any applicable CMH requirements, and all applicable laws.

(b) **Provider:** An individual who seeks to provide Respite Services for Youths, and has been authorized by at least one CMH to provide Respite Services in its region. A Provider may be either an independent contractor or an employee of a CMH, depending on the relationship between the Provider and the CMH (which is outside the scope of these T&C). A Provider must comply with these T&C, any applicable CMH requirements, and all applicable laws.

(c) **CMH:** A community mental health agency who engages Providers to provide Respite Services for Youths under the OhioRISE program within the region(s) assigned to the CMH by ODM. A CMH is solely responsible for determining that the Providers it authorizes to provide Respite Services in its region are qualified to do so. A CMH must enter into a license agreement with Eastside in order to use Respite4Kids, and comply with the license agreement. A CMH must comply with these T&C, its license agreement with Eastside, and all applicable laws; provided, however, if there is any conflict between these T&C and its license agreement, the license agreement governs.

1.3. By registering for, accessing, or using Respite4Kids, you acknowledge that you have read, understood, and agree to be bound by these T&C, and that you are a Caregiver, Provider, or authorized employee of a CMH who has contracted with Eastside for use of Respite4Kids.

2. Description of Services

2.1. Through Respite4Kids, Eastside provides the following:

(a) Use of Respite4Kids for CMHs to register Caregivers in their region and to register and designate Providers who are authorized to provide Respite Services in their region;

(b) Use of Respite4Kids for Caregivers and Providers to locate one another and schedule Respite Services; and

(c) Use of Respite4Kids for CMHs to track and verify provision of Respite Services in order to properly compensate Providers and request payment from ODM.

2.2. Eastside exercises no control over you. Subject to scheduling limitations in Respite4Kids which are determined by CMHs and applicable law, Caregivers and Providers make all scheduling decisions and are wholly responsible for scheduling, providing, and documenting Respite Services.

2.3. Eastside is not the employer of any Provider, and does not provide Respite Services. Eastside merely provides access to Respite4Kids, and is not responsible for the provision of Respite Services or for any information transmitted by Providers, Caregivers, or CMHs on Respite4Kids.

3. Use

3.1. **General**. If you are a Provider or Caregiver, you agree to complete an accurate and truthful profile of your identity and qualifications to provide Respite Services, and to make the information in that profile available to other users on Respite4Kids. You agree that any information required for state and/or federal compliance auditing will be shared with the relevant CMH. Subject to the terms and conditions of this agreement, Eastside hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of these T&C, to use Respite4Kids solely for the purpose of providing or receiving Respite Services as intended and in compliance with Ohio and federal law.

3.2. **Compliance.** You agree to respect and abide by all federal, state and local laws pertaining to confidentiality regarding all information and records obtained, created or reviewed in the course of using Respite4Kids or providing or receiving Respite Services. You further agree to adhere to all federal and state rules, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), governing the privacy, security and use of protected health information (PHI). You agree not to upload any PHI to Respite4Kids except as specifically prompted. You are responsible for identifying, understanding, and complying with (i) all laws (including, but not limited to HIPAA and applicable state laws governing your provision or receipt of Respite Services), rules and regulations that apply to your provision or receipt of Services (including whether you are permitted to provide or receive Respite Services at all) in the State of Ohio and (ii) these T&C (collectively, the “Requirements”). You affirm you have the required licenses, certifications, insurance, or registrations needed to provide or receive Respite Services through Respite4Kids. You may only use Respite4Kids as long as you meet all of these Requirements. If you don't meet the Requirements, you may not use or try to use Respite4Kids.

3.3. **Restrictions.**

(a) You agree not to (i) download or print in whole or in substantial part Respite4Kids or its documentation; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive or alter any source

code of Respite4Kids or any underlying software or documentation; (iii) copy or permit the copying of Respite4Kids or its documentation; (iv) use Respite4Kids to provide service bureau, time sharing, or similar services to third parties; (v) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber Respite4Kids; (vi) permit access to Respite4Kids to any person except for authorized users; or (vii) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in Respite4Kids. Redistribution of Respite4Kids for any purpose is strictly prohibited.

(b) Respite4Kids is meant only for people who can agree to these T&C and have the authority to do so. If your account is deactivated temporarily or permanently, you may not use Respite4Kids. Your account is only for you, and you may not allow others to use it. You are only allowed to have one account, and Eastside can deactivate any extra or duplicate accounts. You affirm that (a) you qualify as a Caregiver or Provider, or you are an authorized employee of a CMH with a valid license to use Respite4Kids, (b) you are authorized to use Respite4Kids and provide or receive Respite Services according to the Requirements, and (c) you agree to follow all the Requirements when using Respite4Kids. You are responsible for obtaining all the equipment and things you need to provide or receive Respite Services, Eastside has no responsibility for any costs or issues that arise in connection with providing or receiving Respite Services.

3.4. **Accessing Respite4Kids.** To offer to provide or request Respite Services on Respite4Kids, you need to create an account. The information you give must be true and complete, and you must keep it updated as long as you use Respite4Kids. Each Provider and Caregiver can only have one account. You are in charge of everything that happens on your account. For safety, don't share your login details or personal information with anyone. If you think someone accessed your account or got your information, you must notify Eastside immediately via email or telephone to the Eastside customer support team and change your password. Eastside is not responsible for any problems if you share your account details, even by mistake, including phishing or misuse of Respite4Kids.

3.5. **Ratings**. Providers and Caregivers may share feedback about each other in connection with Respite Services. This feedback can include ratings and other comments (together called "Ratings"), and the expectation is that everyone gives honest feedback. Ratings aren't private, and you give Eastside permission to use, share, and display your Ratings (and those about you) as explained in Eastside's Privacy Notice, without your approval. Eastside is not required to verify whether Ratings are true or accurate, but Eastside can remove them from Respite4Kids in its sole discretion.

3.6. **Location Based Technology Services: Communication Consents.**

(a) Location data provided to and by Respite4Kids is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Eastside, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by Respite4Kids. Any of

your information, including geolocational data, you upload, provide, or post on Respite4Kids may be accessible to Eastside and CMHs.

(b) Eastside advises you to use Respite4Kids with a data plan with unlimited or very high data usage limits. Eastside is not responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access Respite4Kids.

(c) Your device geolocation information is required for the proper functioning of Respite4Kids. You grant Eastside the irrevocable right to obtain your geolocation information and to share your location with third parties, including CMHs and ODM and its agents. Eastside will not use this information to attempt to supervise, direct, or control you.

(d) You agree that Eastside may contact you by email, telephone or text message (including by an automatic telephone dialing system or "push" notifications through Respite4Kids) at any of the phone numbers provided by you, or on your behalf, in connection with your account. You also understand that you may opt out of receiving text messages from Eastside at any time. Notwithstanding the foregoing, Eastside may also contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by you or on your account.

4. Fees

4.1. Respite4Kids may be used without payment of fees by authorized Providers and authorized Caregivers.

4.2. CMHs are required to pay license fees according to their respective license agreements.

5. Term and Termination; Effect; Survival

5.1. **Term**. These T&C are effective as of the date and time you accept them and will continue until terminated by you or Eastside. Eastside may terminate these T&C and/or suspend or deactivate your account immediately in the event and based on Eastside's sole discretion:

(a) If you are a Provider, you are no longer eligible to provide Respite Services for at least one CMH, or have been disqualified from providing Respite Services by any CMH;

(b) If you are a Caregiver, you are no longer eligible to receive Respite Services as determined by the applicable CMH;

(c) If you are an authorized employee of a CMH, your CMH is in violation of these T&C or its license agreement, including without limitation nonpayment of license fees.

(d) Eastside has the good faith belief that such action is necessary to protect the safety of the community or third parties.

5.2. **Cure.** Eastside may in its sole discretion give you the opportunity to cure a breach of these T&C. If Eastside does so, and the breach is cured in a timely manner and to Eastside's satisfaction, then Eastside will not terminate these T&C and your account.

5.3. **Effect of Termination and Survival**. Upon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination. Once these T&C are terminated, you may no longer access Respite4Kids.

6. Disclaimers

The following disclaimers are made on behalf of Eastside, its affiliates, subsidiaries, parents, successors, and assigns, and each of their respective officers, directors, members, managers, employees, agents, and shareholders (the "Eastside Released Parties"). These disclaimers apply to the maximum extent permitted by applicable law.

6.1. RESPITE4KIDS AND ANY ADDITIONAL PRODUCTS OR SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND "AS AVAILABLE," AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. YOUR ACCESS TO RESPITE4KIDS IS NOT GUARANTEED TO RESULT IN PROVISION OR RECEIPT OF RESPITE SERVICES. EASTSIDE DOES NOT WARRANT THAT RESPITE4KIDS WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR- FREE, OR WILL MEET YOUR REQUIREMENTS, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT IT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NONE OF THE EASTSIDE RELEASED PARTIES WILL BE LIABLE FOR ANY SERVICES INTERRUPTIONS OR LOSSES RESULTING FROM SERVICES INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR ACCESS TO RESPITE4KIDS.

6.2. EASTSIDE IS NOT A HEALTHCARE ORGANIZATION OR A STAFFING AGENCY. EASTSIDE IS A TECHNOLOGY COMPANY AND PROVIDES A MATCHMAKING SERVICE FOR PROVIDERS AND CAREGIVERS TO REQUEST AND PROVIDE RESPITE CARE. EASTSIDE MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF ANY CAREGIVER, PROVIDER, OR CMH. EASTSIDE DOES NOT SCREEN OR EVALUATE CAREGIVERS, PROVIDERS, OR CMHS. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SAFETY, SECURITY, AND NON- INFRINGEMENT. EASTSIDE EXCLUDES ALL WARRANTIES TO THE EXTENT THOSE REGULATIONS ALLOW.

6.3. IF A DISPUTE ARISES BETWEEN YOU AND A PROVIDER, CAREGIVER, CMH, OR ANY OTHER THIRD PARTY, YOU RELEASE ALL OF THE EASTSIDE RELEASED PARTIES FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

6.4. EASTSIDE MAY USE ALGORITHMS IN AN ATTEMPT TO FACILITATE MATCHMAKING AND IMPROVE THE EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF RESPITE4KIDS; ANY SUCH USE DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

7. Confidentiality

7.1. **Confidential Information**. You agree not to use any technical, financial, strategic, or other proprietary and confidential information relating to Eastside's business, operations and properties. You shall not disclose or permit disclosure of any Confidential Information to third parties, and you agree not to store separate and outside of Respite4Kids any Confidential Information obtained from Respite4Kids. You acknowledge that some Confidential Information you receive may be protected by federal and/or state confidentiality laws, such as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy and security of protected (patient) health information. You understand that any violation of the T&C's confidentiality provisions may violate HIPAA or state confidentiality laws and could result in civil or criminal penalties against you. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Eastside Technologies and protected health information of Youths to prevent it from falling into the public domain.

7.2. **NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT OF 2016.** Notwithstanding any other provision of the T&C:

(a) You will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company's trade secrets to your attorney and use the trade secret information in the court proceeding if you:

(i) file any document containing the trade secret under seal; and

(ii) do not disclose the trade secret, except pursuant to court order.

7.3. **Remedies.** The unauthorized use or disclosure of any Confidential Information would cause irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Eastside has the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information disclosed by you, in addition to any other rights or remedies described in Section 5, at law or in equity.

8. Intellectual Property

8.1. Eastside reserves all rights not expressly granted in these T&C. Respite4Kids, and all data gathered through Respite4Kids, including all intellectual property rights therein (the "Respite4Kids IP"), are and remain the property of Eastside and/or that of its licensors, as applicable. Neither these T&C nor your use of Eastside's or its licensors' company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights ("Eastside Names, Marks, or Works") or Respite4Kids IP conveys or grants to you any rights in or related to Respite4Kids IP, or related intellectual property rights, including Eastside Names, Marks, or Works, except for the limited license granted above. You may not, and may not allow anyone else to: (a) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of Respite4Kids IP; (b) reverse engineer or attempt to extract the source code of Eastside software, except as allowed under law; (c) use, display, or manipulate any of Eastside Names, Marks, or Works for any purpose other than for the purpose of providing or receiving Respite Services; (d) create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include Eastside Names, Marks, or Works or any confusingly or substantially similar mark, name, title, or work; (e) use Eastside Names, Marks, or Works as your social media profile picture or wallpaper; (f) purchase keywords (including, but not limited to Google AdWords) that contain any Eastside Names, Marks, or Works; (g) apply to register, reference, use, copy, and/or claim ownership in Eastside Names, Marks, or Works, or in any confusingly or substantially similar name, mark, title, or work, in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works, except as may be permitted in the limited license granted above; (h) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of Respite4Kids or data; or (i) aggregate Eastside's data with competitors'.

9. Miscellaneous

9.1. **Modification**. Eastside may modify the terms and conditions of these T&C, and such modifications shall be binding on you only upon your acceptance of the modified T&C. Eastside may modify any information on pages referenced in these T&C from time to time, and such modifications shall become effective upon posting. Continued use of Respite4Kids after any such changes shall constitute your acceptance of such changes. Eastside may prevent you from using Respite4Kids if you do not accept such changes.

9.2. **Severability.** If any provision of these T&C is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it will be deemed amended the minimum amount to permit its enforcement.

9.3. **Assignment**. Eastside may freely assign or transfer its rights and obligations under these T&C, in whole or in part, without your consent. You may not assign these T&C or your account, in whole or in part, without Eastside's prior written consent, and any attempted assignment without such consent is void.

9.4. **Governing Law**. These T&C shall be governed by Ohio law, without reference to conflict of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, these T&C may be brought against Eastside or you only in the courts of the State of Ohio, County of Lucas, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Ohio, Western Division. You consent to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue laid therein.

9.5. **Entire Agreement**. Except as specifically set forth herein, these T&C constitute the entire agreement and understanding with respect to the subject matter expressly contemplated herein and therein, and supersede all prior or contemporaneous agreements or undertakings on this subject matter.

9.6. **Execution**. By checking a box, clicking "I Agree," or otherwise electronically indicating your consent when accessing or using Respite4Kids, you confirm that you have read, understood, and agree to be bound by these T&C. You acknowledge and agree that such electronic indication of consent is the legal equivalent of your handwritten signature and has the same force and effect in creating a binding contract.

Privacy Policy

1. Introduction; Scope

1.1. This Privacy Policy ("Privacy Policy") describes how Eastside Technologies, Inc., an Ohio corporation ("Eastside") collects, uses, discloses, maintains, and protects information in connection with Respite4Kids. Capitalized terms used but not defined in this Privacy Policy have the meanings given to them in Respite4Kids Terms and Conditions ("T&C").

1.2. This Privacy Policy applies to information collected through Respite4Kids, including information provided by Caregivers, Providers, and CMHs through their authorized employees. This Privacy Policy does not apply to websites, applications, services, or systems that are not owned or controlled by Eastside, even if they are accessed through or linked from Respite4Kids.

1.3. By registering for, accessing, or using Respite4Kids, you acknowledge that you have read and understood this Privacy Policy. If you do not agree with this Privacy Policy, you may not access or use Respite4Kids.

2. Defined Terms

2.1. **"Account Information"** means information associated with your Respite4Kids account, including your name, contact information, login credentials, role on Respite4Kids, CMH affiliation, region, profile information, eligibility or authorization status, and other information required to create, maintain, or administer your account.

2.2. **“Personal Information”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with a particular person (including without limitation any Youth) or household, including Account Information, Usage Information, Location Information, Communications Information, Ratings, and Scheduling Information.

2.3. **“Usage Information”** means information about your access to and use of Respite4Kids, including log data, device information, browser type, operating system, IP address, access times, pages or screens viewed, features used, error reports, and other technical information relating to Respite4Kids performance, security, and administration.

2.4. **“Location Information”** means geolocation information or other location-related information collected from or through Respite4Kids or your device in connection with registering for an account or for scheduling, verifying, documenting, administering, or auditing Respite Services.

2.5. **“Communications Information”** means information contained in or relating to communications sent or received through or in connection with Respite4Kids, including emails, text messages, push notifications, telephone records, support requests, notices, and related metadata.

2.6. **“Scheduling Information”** means information concerning requests for, offers to provide, scheduling of, documentation of, verification of, and completion of Respite Services, including dates, times, locations, status, approvals, confirmations, and related administrative records.

2.7. **“PHI”** means protected health information as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (“HIPAA”).

3. Information We Collect

3.1. Eastside may collect Personal Information that you provide directly to Eastside or through Respite4Kids, including Account Information, profile information, contact information, identity information, eligibility or authorization information, CMH affiliation information, Scheduling Information, Ratings, Communications Information, and information submitted in connection with customer support, account administration, audits, or security.

3.2. Eastside may automatically collect Usage Information when you access or use Respite4Kids. This information may be collected through server logs, device identifiers, cookies, analytics tools, security tools, and similar technologies used to operate, protect, improve, and administer Respite4Kids.

3.3. Eastside may collect Location Information when required for the proper functioning of Respite4Kids, including to facilitate scheduling, verification, documentation, administration, compliance review, payment support, audit support, and reporting relating to Respite Services.

3.4. You agree not to upload PHI to Respite4Kids except to the extent expressly authorized by Eastside in writing and permitted by the applicable CMH and applicable law. Eastside does not intend for Respite4Kids to be used as an electronic health record, clinical record system, or repository for PHI except to the extent necessary for provision of Respite Services.

4. How We Use Information

4.1. Eastside may use Personal Information to provide, operate, maintain, administer, secure, and improve Respite4Kids; create and manage accounts; facilitate scheduling and documentation of Respite Services; support CMHs in verifying, tracking, auditing, and administering Respite Services; communicate with you; provide customer support; enforce the T&C; prevent fraud, misuse, unauthorized access, or unlawful activity; and comply with applicable law, legal process, contractual obligations, and governmental or regulatory requests.

4.2. Eastside may use Usage Information and aggregated, de-identified, or statistical information to monitor Respite4Kids performance, troubleshoot errors, evaluate functionality, improve usability, enhance security, develop or improve Respite4Kids features, and support internal business purposes. Eastside will not attempt to re-identify information that Eastside has maintained as de-identified, except as permitted by applicable law for testing, security, or compliance purposes.

4.3. Eastside will not use information collected through Respite4Kids to provide clinical care, diagnose or treat any condition, make clinical decisions, supervise Providers, direct the manner in which Respite Services are provided, or determine whether any person is eligible to provide or receive Respite Services, except to the limited extent Respite4Kids reflects information provided by a CMH or other authorized source.

5. How We Disclose Information

5.1. Eastside may disclose Personal Information to CMHs, Caregivers, Providers, ODM and its agents, auditors, contractors, service providers, professional advisors, insurers, governmental authorities, and other third parties as reasonably necessary to:

(a) provide, operate, maintain, administer, secure, support, or improve Respite4Kids; facilitate, document, verify, administer, audit, or report Respite Services;

(b) comply with applicable law or legal process; enforce the T&C;

(c) protect the rights, property, safety, or security of Eastside, users, Youths, CMHs, ODM, or others; or

(d) investigate suspected fraud, misuse, unauthorized access, or unlawful activity.

5.2. Caregiver and Provider profile information, Scheduling Information, Ratings, and related information may be made available to other users on Respite4Kids as necessary or

appropriate to facilitate the intended use of Respite4Kids. Ratings are not private, and may be used, displayed, or shared by Eastside as described in the T&C and this Privacy Policy.

5.3. Eastside may disclose Personal Information to vendors, hosting providers, analytics providers, communications providers, security providers, payment-support vendors, and other service providers who assist Eastside in operating Respite4Kids or conducting its business. Eastside expects such service providers to use information only as reasonably necessary to provide services to Eastside and to maintain reasonable safeguards appropriate to the nature of the information.

5.4. Eastside may disclose Personal Information in connection with an actual or proposed merger, acquisition, financing, reorganization, sale of assets, assignment, transfer, bankruptcy, receivership, or similar transaction involving Eastside or Respite4Kids, provided that the recipient is bound by obligations reasonably intended to protect the information.

6. Location Information; Communications

6.1. Respite4Kids may require Location Information for proper functioning. Location Information is used for basic registration, location, scheduling, verification, documentation, compliance, audit, and administrative purposes only. Eastside does not guarantee the availability, accuracy, completeness, reliability, or timeliness of Location Information, and Location Information is not intended to be relied upon where precise location information is required or where inaccurate, incomplete, or unavailable location information may result in death, personal injury, property damage, or other harm.

6.2. Eastside may contact you by email, telephone, text message, push notification, or other communications method provided through or in connection with Respite4Kids for account, operational, scheduling, support, security, compliance, legal, or administrative purposes. You may opt out of certain non-essential communications when Respite4Kids makes that option available, but Eastside may continue to send communications that are necessary to provide, secure, administer, or support Respite4Kids or your account.

7. Security; User Responsibilities

7.1. Eastside uses reasonable administrative, technical, and physical safeguards designed to protect Personal Information against unauthorized access, use, disclosure, alteration, or destruction. No system, network, application, transmission, or storage method is completely secure, and Eastside does not warrant that Respite4Kids or any information transmitted through or stored on Respite4Kids will be secure, uninterrupted, error-free, or free from unauthorized access.

7.2. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You agree not to share your login credentials, allow unauthorized access to your account, store Respite4Kids information outside Respite4Kids except as expressly permitted by Eastside or the applicable CMH, or use Respite4Kids in a

manner that violates the T&C, this Privacy Policy, any applicable CMH requirements, or applicable law.

7.3. You must notify Eastside immediately if you believe your account, login credentials, device, or Personal Information has been lost, stolen, accessed without authorization, or otherwise compromised.

8. Retention

8.1. Eastside may retain Personal Information for as long as reasonably necessary to provide, operate, maintain, administer, secure, support, improve, or audit Respite4Kids; comply with applicable law, legal process, contractual obligations, audit requirements, tax or accounting requirements, recordkeeping obligations, or governmental or regulatory requests; resolve disputes; enforce the T&C; and protect the rights, property, safety, or security of Eastside, users, CMHs, ODM, Youths, or others.

8.2. Eastside may retain aggregated, de-identified, backup, archival, or technical records for legitimate business, security, compliance, and continuity purposes, subject to applicable law and Eastside's then-current record retention practices.

9. Access; Updates; Account Closure

9.1. You are responsible for keeping your Account Information accurate, complete, and current. Respite4Kids may allow you to access or update certain Account Information directly. If you are unable to access or update information through Respite4Kids, you may contact Eastside or the applicable CMH for assistance, subject to applicable law, applicable CMH requirements, and Eastside's ability to verify your identity and authority.

9.2. Account closure, deactivation, or termination may not result in deletion of all Personal Information. Eastside may retain information as described in this Privacy Policy and may continue to disclose information as necessary for compliance, audit, legal, recordkeeping, dispute resolution, security, and legitimate business purposes.

10. Children; Youth Information

10.1. Respite4Kids is intended for use by Caregivers, Providers, CMHs, and authorized employees of CMHs, and is not intended for direct use by Youths or by children under the age of 13. Caregivers, Providers, and CMHs are responsible for ensuring that any information concerning a Youth is submitted, used, and disclosed only as permitted by applicable law, applicable CMH requirements, the T&C, and this Privacy Policy.

10.2. You agree not to submit PHI or unnecessary sensitive information concerning a Youth to Respite4Kids. If you believe that PHI or other information concerning a Youth has been submitted to Respite4Kids in violation of this Privacy Policy or the T&C, you must notify Eastside immediately.

11. Privacy Laws; HIPAA; Breach Response

11.1. Eastside intends to comply with privacy, security, breach notification, consumer protection, and confidentiality laws applicable to Eastside and Respite4Kids. Depending on the facts and circumstances, applicable laws may include HIPAA, state confidentiality laws, state data breach notification laws, and federal consumer protection laws relating to privacy and data security.

11.2. Nothing in this Privacy Policy is intended to make Eastside a covered entity or business associate under HIPAA unless Eastside has expressly agreed in writing to act in that capacity. If Eastside enters into a business associate agreement or other written privacy or security agreement with a CMH or other covered entity, then that written agreement will govern to the extent it conflicts with this Privacy Policy.

11.3. If Eastside determines that a security incident, breach, or unauthorized access, acquisition, use, or disclosure of Personal Information has occurred, then Eastside will evaluate the incident and provide notices as required by applicable law and any applicable written agreement.

12. Changes to this Privacy Policy

12.1. Eastside may modify this Privacy Policy from time to time. Any modifications will become effective upon posting through Respite4Kids or otherwise making the modified Privacy Policy available, unless Eastside specifies a later effective date. Your continued access to or use of Respite4Kids after the effective date of a modified Privacy Policy constitutes your agreement to the modified Privacy Policy.

13. Contact

13.1. If you have questions about this Privacy Policy or Eastside’s privacy practices, or if you believe your account or information has been compromised, you may contact Eastside through the customer support contact information made available through Respite4Kids or by such other method as Eastside may designate from time to time.