Life SyncTM Terms of Service

Last Updated November 11, 2019

I. Introduction to Life Sync

Life Sync is a digital solution provided to you by Go Right, LLC ("Go Right"), a wholly owned subsidiary of State Farm Mutual Automobile Insurance Company ("SFMAIC"), as part of your participation in the Life Sync pilot program ("Pilot").

Life Sync uses the Life Sync mobile application ("Life Sync Application") and Life Sync Alexa Skill ("Life Sync Skill") (together, the "Life Sync Services") to help you stay connected, interact, and share information with the important people in your life ("Care Circle").

As part of your participation in the Pilot, Go Right has provided you with an Amazon Echo Show device ("Amazon Echo"). In order to use the Life Sync Services, you will need to set up the Amazon Echo and download the Life Sync Skill using your Amazon account.

After you have set up your Amazon Echo and downloaded the Life Sync Skill, you should carefully select the people you want to be members of your Care Circle. Each member of your Care Circle must download the Life Sync Application, and create an account. Once you have set up your Amazon Echo and downloaded the Life Sync Skill, and members of your Care Circle have downloaded the Life Sync Application and created accounts, you will be able to use the Life Sync Services.

II. Life Sync Terms of Service

These Terms of Service ("Terms") govern your access to and use of the Life Sync Services, and are a binding agreement between you and Go Right. You should carefully read these Terms to make sure you understand them. You acknowledge and agree that, by accessing or using the Life Sync Services, you are indicating that you have read, understand, and agree to be bound by these Terms. If you do not agree to these Terms, you do not have any right to access or use the Life Sync Services.

Life Sync Services use the Amazon Echo and Life Sync Skill; by accepting and agreeing to these Terms, you acknowledge and agree that you have reviewed, understood, and agreed to the Amazon Device Terms of Use ("Amazon Device Terms") that can be found at:

ttps://www.amazon.com/gp/help/customer/display.html?nodeId=202002080.

III. Life Sync Pilot

The Life Sync Services are provided to you in connection with your participation in the Pilot. During the Pilot, your use of the Life Sync Services will be free of charge. At the conclusion of the Pilot, you will have the option to either sign up for a subscription to the Life Sync Services, or discontinue using the Life Sync Services.

IV. Capacity and Consent

You may not use the Life Sync Services unless you have capacity to read, understand, and agree to these Terms. By accepting these Terms and using the Life Sync Services, you are attesting that you have capacity to read, understand, and agree to these Terms, and that you are not the ward of a court-ordered guardianship, and have not been otherwise declared to lack mental capacity to enter into a contract by a court or physician.

By using the Life Sync Services, you are consenting to share information with your Care Circle, as described in these Terms, and are further consenting to access to and use of your information by your Care Circle. Consent to share and allow access to and use of your information does not operate as or override any existing statutory power of attorney.

You may revoke your consent at any time by deleting members from your Care Circle using the Life Sync Skill, or by contacting Go Right at 1-833-255-0228.

V. Account Registration

In order to access and use the Life Sync Services, you must register to create an account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current, and complete. Go Right reserves the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. As part of the registration process, you will be asked to create a password. You are responsible for remembering and safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions taken through your account, whether or not you have authorized such activities or actions. If you become aware of any unauthorized use of your Account, you agree to immediately notify Go Right.

VI. Eligibility

The Life Sync Services are intended solely for persons who reside in the United States (excluding residents of California). You may not use the Life Sync Services if you are not a resident of the United States, or if you are a resident of California.

You may not use the Life Sync Services unless you are age 18 or older. Any access to or use of the Life Sync Services by anyone under the age of 18 is expressly prohibited. By accessing or using the Life Sync Services, you represent that you are at least 18 years old.

VII. Connection to the Care Circle

As part of your use of the Life Sync Services, you will share information with the members of your Care Circle. You may add an unlimited number of individuals to your Care Circle, and may delete any member of the Care Circle at any time. No one may add members to or delete members from the Care Circle without your prior consent. You should carefully select the members of your Care Circle, and limit the Care Circle to those people with whom you want to share your information.

Any information you share with your Care Circle will be transmitted to, stored, and available on each Care Circle member's Life Sync Application account. Go Right does not monitor the information you share with your Care Circle. You are solely responsible for any and all information you share with your Care Circle; any information you share with your Care Circle will be shared with and available to all members of the Care Circle. You should not share any information unless you are comfortable with and consent to all members of the Care Circle receiving and having access to your information.

Go Right will not be liable for any information you share with the Care Circle using the Life Sync Services, or any harm or injury resulting from the information you share with your Care Circle.

VIII. Life Sync Features

• Check-In

The Life Sync Services include a "Check-In" feature, which enables you to provide your Care Circle with periodic updates about your day. Check-In allows you to give a verbal update to your Amazon Echo, which the Amazon Echo then converts to text. Once the Amazon Echo converts your verbal update to text, the Amazon Echo will ask if you want to share your update with the Care Circle. If you share your update, all members of the Care Circle will be able to see it. Your Care Circle may not see updates you send through Check-In immediately. You should never use Check-In to ask for help during an emergency. You should never share any sensitive personal information, including but not limited to medical and financial information, using the Check-In feature, and should not share any updates unless you want all members of the Care Circle to receive the updates.

The Check-In feature also includes a "passive check-in" which will notify your Care Circle each time you open and/or interact with the Life Sync Skill

Go Right shall not be responsible or liable for any incidental, special, exemplary, or consequential damages arising from your use of the Check-In feature, or from the use of any information you share with your Care Circle.

Calendar

The Life Sync Services include a "Calendar" feature, that allows you to view events, appointments, and other activities added to the Calendar by members of your Care Circle. Any member of your Care Circle can add an event to or delete an event from the Calendar. You may view all Calendar events using the Life Sync Skill on your Amazon Echo, but will not be able to add or delete events to and from the Calendar.

Calendar includes a free form text field "Notes" section. Members of your Care Circle should never enter sensitive personal information, including but not limited to financial or medical information, in the Notes section of Calendar. If you find that any sensitive personal information has been entered into Notes, you should contact members of your Care Circle immediately and instruct them to delete the sensitive personal information.

If members of your Care Circle do not remove the sensitive personal information, you should delete them from the Care Circle.

Memories

The Life Sync Services include a "Memories" feature, which allows you to view photographs shared with you by members of your Care Circle. Any member of your Care Circle may share photographs, and photographs shared using the Life Sync Services may be viewed by you and any other member of your Care Circle. Go Right does not view or monitor the content of photographs and is not responsible for photographs shared using the Life Sync Services. You agree that Go Right will not be liable for any injury or damages arising from photographs shared using the Life Sync Services, including but not limited to copyright infringement.

• Lists

The Life Sync Services include a "Lists" feature, which allows you and your Care Circle to create and share the following types of lists: To-Do, Grocery, and Wellness. You and any member of the Care Circle can view and add items to the lists, and mark list items as "complete." Care Circle members may also delete items from any list. Any list created using the Life Sync Services will be shared with you and all members of the Care Circle.

IX. No Medical Advice

IF YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 911 IMMEDIATELY

Go Right does not provide any medical or pharmaceutical advice. Go Right is not a health care provider. The Life Sync Services do not provide medical or pharmaceutical information or replace the advice of a healthcare professional. The Life Sync Services are not intended to act as a substitute for heightened levels of care offered by nursing homes and assisted living facilities.

X. Use of the Life Sync Skill

By enabling and using the Life Sync Skill, you are authorizing Go Right to perform any and all actions requested through the Life Sync Skill. This may include Go Right sharing information with your Care Circle, your Amazon Echo, and Amazon. Any and all interactions you have with the Life Sync Skill are facilitated through Amazon. These interactions may be recorded and used by Amazon in accordance with the Amazon Device Terms.

You hereby authorize Go Right to collect, use, and store information related to your use of the Life Sync Skill. Information collected by Go Right is subject to the terms set forth in the Privacy section, below.

Your use of the Life Sync Skill is voluntary. By enabling and using the Life Sync Skill, you agree to use the Life Sync Skill in accordance with these Terms. You further agree that you are solely responsible for any and all interactions and communications with the Life Sync Skill.

You may disable the Life Sync Skill at any time. If you disable the Life Sync Skill, you will not be able to use the Life Sync Services to connect to and share information with your Care Circle.

You agree and acknowledge that:

- Go Right is not responsible for any errors caused by inaccurate information captured by the Amazon Echo during an interaction with the Life Sync Skill;
- Information you share through the Life Skill will be transferred through and shared with Amazon;
- You are responsible for any charges associated with the Life Sync Skill;
- Go Right disclaims any and all warranties regarding the Life Sync Skill, including any
 warranty that interactions with the Life Sync Skill with be error free or uninterrupted;
 and
- Go Right shall not be liable to you for any indirect, consequential, incidental, or special damages (including, without limitation, loss or destruction of data) arising out of using the Life Sync Skill, regardless of the theory of liability.

XI. Privacy

The privacy terms described in this section apply to your access to and use of the Life Sync Services, and by choosing to use them, you consent to the collection, transfer, processing, storage, disclosure, and other use of your information described in this section.

When you use the Life Sync Skill to share information with your Care Circle, Go Right will collect and store any information that you share with your Care Circle via the Life Sync Skill, as well as any information that members of your Care Circle provide, store, manage, or otherwise share using the Life Sync Application, which may include but is not limited to the following:

- Email address
- First and Last Name
- Username
- Password
- Gender
- Date of birth
- Care Circle members
- Medical information [Note: you should never use Life Sync to share or store medical information]
- Financial information [Note: you should never use Life Sync to share or store financial information]
- Personal contacts
- Calendar events
- List items

- Photographs and files
- Notes

In addition to the information described above, Go Right may collect the following information any time the Life Sync Services are used:

• Usage data—when members of your Care Circle use the Life Sync Application, or when you connect with the Life Sync Application using the Life Sync Skill, Go Right automatically records any and all information that your Amazon Echo Show collects and transmits to the Life Sync Application ("Usage Data"). This Usage Data may include information such as your device model and version, device identifier, operating system, time zone, name of your mobile operator or internet service provider, application performance measurements, and error conditions. It may also include a record of when specific features of the Life Sync Skill or Life Sync Application are used. Go Right uses this information to monitor and analyze use of the Life Sync Services and their technical administration, to increase their functionality and user-friendliness, and to better tailor them to the needs of you and your Care Circle. For example, we use this information to measure the popularity of different features and to more effectively resolve any technical issues that you or your Care Circle encounter when using the Services.

Each member of your Care Circle will have access to any and all information shared by you through the Life Sync Services. Go Right cannot control how any member of the Care Circle may use or disclose any information you share with you Care Circle. You expressly release Go Right from any responsibility and liability resulting from allowing your Care Circle to access your information.

If you would like to delete any information associated with you, and your use of the Life Sync Services, please contact Go Right at 1-833-255-0228. We will use commercially reasonable efforts to honor your request. We will retain an archived copy of your information as set forth below.

Go Right will retain the information you provide via the Life Sync Services for as long as you are using the Life Sync Services. Go Right will also retain and use the information you provide via the Life Sync Services, as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you delete disable the Life Sync Skill or discontinue use of the Life Sync Services, information associated with the same is moved out of Go Right's active databases, but will still be retained in Go Right's systems pursuant to its data backup and retention policies.

If you feel your information may have been compromised, please report it immediately by contacting Go Right at 1-833-255-0228.

Go Right does not currently sell your information. Nevada law requires that Nevada residents have the ability to opt out of the future sale of your information regardless of whether an entity actually sells information; if you do not want Go Right to sell your information in the future, you may opt out of the sale of your information by contacting Go Right at 1-833-255-0228, or by sending an opt-out email request to Go Right at <u>LifeSync@statefarm.com</u>. Go Right does

not share your information with SFMAIC, except as required under the services agreement between SFMAIC and Go Right. Go Right may share your information with third parties in conjunction with offering you the Services.

All information you or a member of your Care Circle provides, stores, manages, and shares using the Life Sync Services will be stored by Amazon Web Services on a virtual private cloud. Go Right retains your information for legal, auditing, regulatory, and business purposes

Go Right will use any information you share through the Life Sync Skill, or that is otherwise maintained to provide the Life Sync Services, and may aggregate anonymized information we receive through your use of the Life Sync Services with the anonymized information of other users of the Life Sync Services in order to improve the quality and value thereof.

Go Right will take commercially reasonable efforts to maintain physical, electronic, and procedural safeguards to protect information.

XII. Modification

Go Right reserves the right to modify, discontinue, or terminate availability of the Life Sync Services, or modify the Terms, at any time and without prior notice. You will be notified each time Go Right modifies the Terms, and will be required to review and agree to the modified Terms in order to continue using the Life Sync Services.

XIII. Ownership and License

The Life Sync Application and Life Sync Skill, along with any other content provided by Go Right through the same, including trademarks, trade dress and copyrightable text (collectively, "Go Right Content"), are protected by copyright, trademark, and other laws of the United States and foreign countries and are the proprietary designations of Go Right. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties. You acknowledge and agree that the Life Sync Application, Life Sync Skill, and Go Right Content, including all associated intellectual property rights, are the exclusive property of Go Right. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Life Sync Application, Life Sync Skill, or Go Right Content.

Subject to your compliance with these Terms, Go Right grants you a limited, non-exclusive, non-transferable license to use the Life Sync Skill, and to view, download, and print any Go Right Content solely for your personal and non-commercial purposes. You may not use, copy, adapt, modify, prepare derivative worked based upon, distribute, download, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Life Sync Services or Go Right Content, except as expressly permitted by these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Go Right or its licensors, except for the licenses and rights

expressly granted in these Terms. Any misuse of the Life Sync Services or Go Right Content available via the same may be prosecuted by Go Right to the fullest extent permitted by law.

XIV. Feedback

You may submit feedback regarding the Life Sync Services by emailing Go Right at <u>LifeSync@statefarm.com</u>. You acknowledge and agree that any feedback you submit may be used by Go Right for any purpose related to provision of the Life Sync Services.

XV. General Prohibitions

You agree not to do any of the following:

- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Collect or store any information from users of Life Sync Services without their express permission;
- Post, upload, publish, submit, share, or transmit any information that: (i) infringes, misappropriates, or violates a third party's privacy or any rights of publicity, or any patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- Attempt to probe, scan, or test the vulnerability of any Go Right system or network or compromise any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Go Right or any of Go Right's providers or any other third party (including another user) to protect the Services, Go Right Content, personal information of you or any other user of the Life Sync Services, or Account Content;
- Use the Life Sync Services to send any unsolicited or unauthorized advertising, promotional materials, or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Go Right trademark, logo URL, or product name without Go Right's express written consent;
- Use the Life Sync Services, Go right Content, information of any user of the Life Sync Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Life Sync Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Life Sync Services; or

• Encourage or enable any other individual to do any of the foregoing.

Go Right will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Go Right may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

You acknowledge that Go Right has no obligation to monitor your access to or use of the Life Sync Services or to review or edit any of your information, but has the right to do so for the purpose of operating and providing the Life Sync Services, to ensure your compliance with these Terms, and to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Go Right reserves the right, at any time and without prior notice, to remove or disable access to any Account Content that Go Right, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Life Sync Services.

XVI. Termination

If you violate these Terms, Go Right has the right to suspend or disable your access to the Life Sync Services, at its sole discretion and without prior notice to you. Go Right reserves the right to revoke your access to and use of the Life Sync Services at any time, with or without cause. You may discontinue use of the Life Sync Services and terminate your Care Circle's access to your information at any time by contacting Go Right at 1-833-255-0228.

XVII. Disclaimers

THE LIFE SYNC APPLICATION AND ANY CONTENT WITHIN THE LIFE SYNC SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, GO RIGHT EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. GO RIGHT MAKES NO WARRANTY THAT THE LIFE SYNC SERVICES OR GO RIGHT CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. GO RIGHT MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR GO RIGHT CONTENT AVAILABLE FROM OR OBTAINED THROUGH THE LIFE SYNC SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY GO RIGHT CONTENT OR OTHER INFORMATION OBTAINED OR SHARED THROUGH THE LIFE SYNC SERVICES. GO RIGHT HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS OR ACCURACY OF ANY INFORMATION YOU OR YOUR CARE CIRCLE PROVIDES OR SHARES USING THE LIFE SYNC SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GO RIGHT OR THROUGH THE LIFE SYNC SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

XVIII. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GO RIGHT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE LIFE SYNC SERVICES, ANY GO RIGHT CONTENT OR ANY OTHER INFORMATION SHARED OR OBTAINED THROUGH THE LIFE SYNC SERVICES, (II) ANY USE OF THE LIFE SYNC SERVICES FOR ANY UNLAWFUL OR INAPPROPRIATE CONDUCT, OR (III) ANY ACT OR OMISSION BY YOU THAT CONSTITUTES AN ACTUAL OR ALLEGED VIOLATION OF THESE TERMS.

XIX. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE LIFE SYNC SERVICES REMAINS WITH YOU. NEITHER GO RIGHT NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APPLICATION WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE LIFE SYNC SERVICES OR THE INABILITY TO USE OR ACCESS ANY SPECIFIC INFORMATION USING THE LIFE SYNC SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GO RIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL GO RIGHT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE LIFE SYNC SERVICES EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100).

XX. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights, will

be the state and federal courts located in the Central District of Illinois and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

XXI. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Go Right and you regarding the Life Sync Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Go Right and you regarding the Life Sync Services.

XXII. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Go Right's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Go Right may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

XXIII. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Go Right: (i) via email (in each case to the address that you provide); or (ii) by posting in the Life Sync Application or sending you notification via the Life Sync Skill. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

XXIV. Miscellaneous

The failure of Go Right to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Go Right. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

XXV. Contacting Go Right

If you have any questions about these Terms, please contact Go Right at 1-833-255-0228.