

Journafy:

Terms of use

Application Journafy Post-ICU

Effective Date: December 11th, 2024

Journafy Inc. (“Journafy,” “us,” “we,” or “our”) operates the Journafy website (“Site”) and as a online service (this “Service”) to record (emotional) events before, during and after an ICU admission. Recording can be done by the patient, healthcare professional and invitees.

By using this Service, you are bound by these Terms of Use and our Privacy and Cookie Policy.

Registration

Age Restriction

You must be at least 16 years old to be a registered user of our Service.

Registration Information

When you register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update your registration information to keep it true, accurate, current and complete.

Password Security

As a registered user, you choose a unique password. You may not use the password of any other person to access the Service. You are responsible for maintaining the confidentiality of your password and may not let any other person use it to access the Service. You are solely responsible for the activities of anyone accessing the Service using your password, even if the activities were not authorized by you. You must notify us at support@journafy.com immediately of any unauthorized use of your password. In addition, if you believe or suspect your password has been compromised, you must promptly change your password using the functionality provided in the Service.

A Journafy Post-ICU Journal

When you use our Service, you may be creating and maintaining, on behalf of yourself or another person, a Journafy Post-ICU Journal (“Journal”). In order to create an Journal on behalf of someone else (as a representative), you need to have their express permission. If they are not able to provide permission due to their age (e.g., minor child) or circumstances (e.g., illness), you must be authorized to act on behalf of the person for whom the Journal is created or have the permission of a person authorized to act on that person’s behalf. Access to each Journal is controlled by the privacy settings selected by the creator of the Journal (patient or representative).

User is responsible for the use of the Journafy Post-ICU application and for the secure management and storage of his or her login details or personally assigned codes. User is liable for damage and costs resulting from misuse of login details and/or personally assigned codes.

Deactivation or Deletion of Journal

Journafy may, without prior notice, deactivate or delete your Journal. Cause for deactivation includes without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by the subject of an Journal or a person authorized to represent that person, (d) discontinuance or material modification to the Journal (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods (more than six months) of inactivity. Further, you agree that all terminations for cause will be made in Journafy's sole discretion and that Journafy will not be liable to you or any third-party for deactivation of a Journal.

Security, Privacy and Cookie Policy

This privacy settings can be changed at any time during the lifetime of the Journal by going to "Info"

Guidelines and Submission Restrictions

Your interactions on the Service should be courteous and respectful and should refrain from inflammatory and defamatory messages, as well as personal attacks, taunting and general disrespect. Whether creating and maintaining an Journal on behalf of yourself or another person, visiting and posting to an Journal created by someone else or otherwise or posting on the Service, you may be posting a variety of content, including without limitation text, graphics, photographs, information, and other material ("Journal Entries"). You may not post Journal entries that:

- Violate any copyright, trademark rights, patent rights, rights in know-how, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights of any individual or legal entity;
- Are harmful, hateful, threatening, abusive, harassing, defamatory or libelous; sexually explicit, vulgar, lewd, obscene, or pornographic; racially, ethnically or otherwise objectionable or offensive; inappropriate or inflammatory;
- You know (or reasonably should know) are false, deceptive or misleading;
- Contain information that could be used for identity theft purposes, such as social security numbers, credit card, bank account or other financial information, driver's license numbers, security codes or passwords;
- Contain private or sensitive information about any other individual, such as information about that person's sex life, political opinions, criminal charges or convictions, religious or philosophical beliefs, physical or mental health conditions, or other sensitive matters, without first obtaining that person's express permission;
- Contain the image, name, or likeness of anyone other than yourself, unless you have first obtained that individual's express permission;
- Link to materials or other content, directly or indirectly, to which you do not have a right to link or that violates these restrictions;

- Violate any applicable local, state, national, or international law; or
- Are inconsistent with the values or the spirit of Journafy

License to Use Your Journal entries

Journafy will not use, without permission, your journal entries for other purposes than delivering this service.

Termination of License to Use Your Journal entries.

The license granted in the preceding section of these Terms of Use shall automatically terminate with respect to our future uses of Journal entries within a commercially reasonable time after you remove (or ask us to remove) such Journal entries from an Journal. However, to the extent we have already exercised any of the foregoing license rights with respect to the removed Journal entries, such licenses shall not be deemed revoked as to the prior uses. In addition, such licenses shall not be deemed revoked as to any Journal entries that have been transmitted to other websites, persons or media. For example, if you have asked us to forward your postings to your Facebook page as soon as we receive them, and we have done so, we have no way to remove them from your Facebook page. Termination of this license does not terminate the license you have granted in any Ideas contained in your Journal entries. In addition, termination of this license does not terminate our right to preserve, access and disclose your Journal entries if required to do so by law or in a good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Submission violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Journafy, its users and/or the public.

Your Warranties with Respect to Your Journal entries

By posting a Submission on this Service, you represent and warrant that the posting of your Submission does not violate these Terms of Use or applicable laws.

Right, But Not Obligation, to Monitor Journal entries

Journafy does not and shall not have any obligation to review Journal entries, and therefore we do not guarantee the accuracy, integrity or quality of Journal entries and we cannot assure you that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable Journal entries will not appear on our Service. We do, however, reserve the right to review any or all Journal entries in our sole discretion. In addition, we reserve the right to alter, edit or remove any Journal entries, in whole or in part, at our sole discretion. You may not use, copy, reproduce, distribute, publish, display or perform, create derivative works of, transmit, sell, or in any way exploit any of the Journal entries posted by others except as expressly set forth in these Terms of Use.

Journal entries Do Not Reflect the Views of Journafy

The Journal entries posted on our Service by any person, regardless of that person's affiliation or non-affiliation with Journafy, reflect only the opinions of the person posting the Submission.

Copyright Ownership

You, and you alone, are legally responsible for your Journal entries. If any part of your Submission is not your original work, it is your responsibility to obtain permission from

the copyright owner before you post your Submission. If you think any content or Submission violates your intellectual property rights, please review our Copyright and DMCA Take-Down Section below.

Under no circumstances shall Journafy or its partners be liable in any way for any submissions posted on or made available through an Journal by you or any other user. We do not control, have no obligation to monitor, and are not responsible for what users post on or through our Service and are not responsible for any offensive, inappropriate, obscene, unlawful, infringing or otherwise objectionable or illegal Journal entries you may encounter on our Service or in connection with your use of our Service.

Restrictions on Use of the Service

- You may not post, email or make available any content or use this Service:
- To engage in spamming, commercial activities, advertising of illegal or controlled products, or otherwise violate the law;
- In a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities;
- To interfere or attempt to interfere with the proper working of this Service or prevent others from using this Service, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to this Service, or that otherwise negatively affects other persons' ability to use this Service;
- In a manner that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- To use any manual or automated means, including agents, robots, scripts, or spiders, to access or manage any user's account or to monitor or copy this Service or the content contained therein; or
- Post irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on the Journafy infrastructure.

Intellectual Property

This Service, including all the software and code comprising or used to operate the Site, all Journals and all content, trademarks or copyrighted works provided by Journafy is owned by Journafy or by third parties who have licensed their rights to Journafy. No right, title or interest in the Service or any Journafy content is transferred to you under these Terms of Use. Journafy does not claim ownership of the copyrights in your Journal entries.

License to use the Service

We hereby grant you a limited license to access and use our Service, including any Journal to which you have properly gained access, and to download and print copies of any Content to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from such Content. You agree not to use, display, reproduce, retransmit, modify, distribute, disseminate, sell, publish, broadcast, circulate, display or in any way exploit any Content, in whole or in part, by

any means, except as expressly set forth in these Terms of Use, unless you first obtain our written permission. This license and these restrictions do not apply to your own Submission.

Submission of Ideas

By submitting Ideas (defined as feedback, suggestions, inventions, conceptions or ideas) to Journafy, you are granting to Journafy and its designees a perpetual, irrevocable, worldwide, non-exclusive, fully-paid up and royalty free, fully assignable, transferable and sublicensable license to use, exploit, modify, improve, copy, distribute, display or perform publicly (including, in the case of sound recordings, to perform publicly in digital audio transmission), prepare derivative works of the Ideas you submit (and all rights therein), without restrictions of any kind, without any payment or other consideration of any kind, without notification to you or any third party, and without attribution, throughout the universe and in any form, format or medium now or hereafter known, and to authorize others to do the same. The term "Ideas" does not include any Submission you post on an Journal. This license includes the right to reduce to practice, make, have made, use, import, export, sell, and offer to sell products and services incorporating, embodying, or using the Ideas (including, to the extent reasonably necessary, any ideas underlying the Ideas) and to authorize others to do the same.

Journafy does not wish to receive confidential or proprietary ideas. All ideas submitted to Journafy through our Service shall be considered non-confidential and non-proprietary.

Copyright and DMCA Take-Down

In General

If you would like us to remove any Journal entries from our Service for any reason and you are not able to remove them yourself, please notify us at support@journafy.com. While we do not have any obligation to remove Journal entries merely because of a removal request, Journafy will review all such requests and will remove Journal entries that we determine should be removed, in our sole discretion and in accordance with these Terms of Use (including our Privacy and Cookie Policy) and applicable law. If you are requesting removal of submissions due to a violation of your copyrights, please follow the procedure described in the "Copyright and DMCA Take-Down" paragraph below.

Violation of Copyrights/Copyright Agent

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you are the copyright owner (or are authorized to act on behalf of the copyright owner), please notify our Copyright Agent immediately of any copyright infringement. As soon as we receive your notice of claimed infringement, in the form described below, we will promptly remove or disable access to materials that are claimed to be infringing (or the subject of infringing activity). Your notice must be in writing and must include the following:

- A description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list);

- A description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material;
- Enough information to permit us to contact you, such as, your name, address, telephone number and, if available, email address;
- A statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the “copyright owner”), an agent for the copyright owner, or by law;
- A statement that all of the information you have provided is accurate; and
- A statement made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Your notice must be signed (physically or electronically) and must be sent to: support@journafy.com

Any notification by a copyright owner or a person Authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Journafy actual knowledge of facts or circumstances from which infringing material or acts are evident.

Right to Modify or Discontinue Service and Sites

Journafy reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service, the Site or Journals (or any part thereof) with or without notice. Journafy shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or Journals.

Special Terms for Special Features of the Service

When you sign up to use specific functionality or a special feature of our Service, you may be asked to agree to special terms governing your use of that functionality or special feature. In such cases, you will be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement shall supplement or amend these Terms of Use, but only with respect to the matters governed by the click-through agreement.

Linked Sites and Social Media

The Service and Sites may provide links to other websites or resources that are neither controlled nor endorsed by Journafy. The Site may also include widgets or buttons that allow you to share, post, retweet or otherwise use content from the Site to interact with other social media platforms (“Social Media Features”). The privacy policy and terms of use for utilizing Social Media Features are governed by the social media platform utilized. Journafy is not responsible in any manner for any content, advertising, products or other materials on or available on linked sites or through Social Media Features.

Disclaimer of Warranties

Journafy makes no representations or warranties whatsoever with respect to this service, any content (including user submissions) on this service, or any product or service promoted through this service. This service and all of its content are provided

“as is” and on an “as available” basis. To the fullest extent permitted by applicable law, Journafy disclaims all warranties, expressed or implied, arising by statute, custom or course of dealing, course of performance or in any other way, including without limitation implied warranties of title, non-infringement, merchantability, and fitness of a particular purpose. Without limiting the generality of the foregoing, Journafy does not make any representations or warranties as to the accuracy, correctness, reliability, completeness or usefulness of any content appearing on this service.

Limitations of Liability

Under no circumstances, shall Journafy, or its sponsors, licensors, or service providers, or any of its or their respective shareholders, directors, officers, employees or agents (collectively, the “released parties”), be liable to you or any third party claiming through you for any losses or damages arising out of or in connection with this service, its content (including user submissions), any products or services made available through this service, or your use of or inability to use this service, including any loss or damage due to viruses that may affect your computer equipment, software, data or other property on account of your use of this service or your downloading of any material from this service.

This is a comprehensive limitation of liability that applies to all losses and damages of any kind (whether direct, indirect, general, special, consequential, incidental, exemplary or otherwise, including, without limitation, loss of data, income, or profits), whether the claim is based on contract, tort (including negligence), strict liability or any other legal theory, even if an authorized representative of Journafy or another released party has been advised of or should have known of the possibility of such damages, and without regard to the success or effectiveness of other remedies.

If any part of this limitation of liability is found to be invalid, illegal or unenforceable for any reason, then the aggregate liability of Journafy, its sponsors, licensors, and service providers, and its and their respective shareholders, directors, officers, employees and agents, under such circumstances to you or any person or entity claiming through you for liabilities that otherwise would have been limited shall not exceed one hundred dollars (\$100). Some jurisdictions do not allow the exclusion of liability for certain types of damages. Accordingly, some of these limitations of liability may not apply to you. Nothing in these terms and conditions shall limit or exclude liability for losses or damages which may not be lawfully excluded or limited by applicable law.

Choice of Law, Jurisdiction and Venue

These Terms of Use and the relationship between you and Journafy shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of Delaware, U.S.A., excluding conflict of law’s provisions that would indicate the application of the laws of any other jurisdiction. Any legal action or proceeding relating to your access to, or use of, this service or these terms of use shall be instituted only in a state or federal court located in Delaware, USA. You and Journafy irrevocably agree to submit to the jurisdiction of such courts. You expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum. If the courts of the country in which you reside should determine that the provisions of this paragraph are not enforceable, then you agree to submit to binding arbitration.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

General Term Disclosures

As used in these Terms of Use, the term “including” means “including, but not limited to.” Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions. The remaining provisions of these Terms of Use shall remain in full force and effect.

These Terms of Use set forth the entire understanding and agreement between us and supersede all prior understandings and agreements between you and Journafy with respect to the subject matter hereof.

Force Majeure

If Journafy is prevented by force majeure from making the Journafy Post-ICU application available or otherwise fulfilling its obligations, it is entitled to suspend its implementation as long as the force majeure lasts. In that case, the user is not entitled to compensation for the damage, costs and/or interest.

Force majeure is understood to mean circumstances that prevent Journafy from fulfilling the obligation in whole or in part and that are not attributable to Journafy. These include, but are not limited to, Journafy connections and networks, disease outbreaks, fire, third party underperformance, natural disasters, government regulations or terrorism.

Changes to Terms of Use, Privacy and Cookie Policy

We reserve the right to update or modify these Terms of Use, Privacy and Cookie Policy at any time, without prior notice, by posting the revised version of these Terms of Use, Privacy, or Cookie Policy behind the link marked “Terms of Use,” “Privacy or Cookie Policy,” at Info-page. When we change the Terms of Use, or our Privacy and Cookie Policy, we will update the Effective Date at the top of this page. Your continued use of our Service after we have posted the revised Terms of Use, Privacy and Cookie Policy constitutes your agreement to be bound by the revised Terms of Use or our privacy practices.

Contact Us

If you have any questions regarding these Terms of Use, please contact us by email: support@journafy.com.