

SetupCare Terms of Service

Version / Effective Date: July 13, 2026

Section 1. Welcome

Thank you for trusting SetupCare. Caregiving and supporting a loved one always has challenging aspects, and starting this journey takes courage. Our mission is to empower you to make decisions more confidently and efficiently. That's why we're here: to support you through the complexity of caregiving and supporting an aging loved one, so you can focus on what matters most.

This document explains how we work together, what you can expect from us, and what we ask of you in return. Please read it carefully and let us know if you have any questions.

Acceptance of these terms. These Terms of Service apply to your use of SetupCare's services. You accept these terms when you do any of the following: schedule or book a session with us; attend a session; pay an invoice or make a payment; or click "I agree" (or similar) where these terms are presented. Links to the current terms are included in appointment confirmations, reminders, and invoices. Each time you take any of these actions, you agree to the version of these terms and the Fee Schedule in effect at that time. If you do not agree, please do not schedule, attend, or use or pay for our services.

Initial and complimentary consultation. We offer a complimentary initial call of approximately 30 minutes to help us both determine whether our services are a fit. These terms apply to it in full, including the provisions on scope, no fiduciary relationship, confidentiality, recording, and limitation of liability. A complimentary consultation is not a paid engagement and does not obligate either of us to continue. More involved work, including substantive follow-up communications, review, or research, is billable as set out in the Fee Schedule. A paid engagement begins only when you book or pay for services beyond the complimentary consultation.

Section 2. Summary of Key Terms

This summary is a quick overview and is meant to give an idea of what this document includes. If anything here conflicts with the full terms, the full terms control.

What you're getting. We help you make sense of your situation, see your options clearly, and feel prepared when navigating the elder care industry. Our consulting and coaching services are described fully in Section 7.

Your rights. You may discontinue use of our services at any time, raise concerns and receive a good-faith response, and decline any suggestion we make. We encourage you to seek independent professional advice whenever you see fit. (Section 6)

Our asks of you. Please give us accurate and complete information, since it directly shapes the quality of our guidance. You remain in control of all decisions and actions throughout this process. (Section 12)

Avery's credentials. Avery holds a California Licensed Professional Fiduciary license and other professional credentials. These illustrate the extent of expertise, but not necessarily the ways in which we help. Under these terms, Avery is serving as your consultant and coach, not as your fiduciary. (See Section 8.)

Working with your professional team. You are welcome to copy us on emails and include us on calls with members of your professional team (for example, attorneys, care managers, placement agents, or financial advisors). We can listen, consider information, and present potential strategies to you in a straightforward manner. We support your team, but we do not direct it. Including us in communications with your attorney or other professionals may affect or waive certain legal privileges, including attorney-client privilege. (Section 15)

Facilitated conversations. We may help your family and support network talk through possible strategies together. Our role is to encourage productive dialogue, rather than to serve as a mediator, therapist, or arbitrator. (Section 16)

Referrals. If we suggest a provider, it's a potential option for your consideration, not a directive. While we may help you strategize working with another professional or provider, it's important for you to remain and feel in control of your relationship and decisions with them. (Section 14)

Fees. A separate Fee Schedule governs pricing. You agree to the current Fee Schedule each time you book or pay. We may bill for work outside of live sessions. If a billing question comes up, please reach out to us directly and we will work to resolve it. (Sections 17, 18)

Cancellation. We ask for at least 24 hours' notice if you need to cancel. (Section 18)

Non-payment. If an invoice is overdue, we may pause services and cancel scheduled sessions. (Fee Schedule, Payment Terms)

Indemnification. You agree to cover certain claims, losses, or expenses that arise from your violation of these terms or from your use of our services. (Section 22)

Multiple clients. More than one person may engage or use our services for the same situation, and each person is independently bound. We may by default share information between co-clients to serve the shared situation effectively, unless you tell us otherwise. If co-clients or others connected to your case have a disagreement, we are not required to resolve it and may step back. (Sections 19, 20)

Recording. We may record sessions to support accurate notes and quality service. You consent to this by using our services. Please ask for written consent before recording on your end. (Section 26)

Privacy. We take the security of your information seriously and protect it with reasonable practices appropriate to our field. We may use AI tools with privacy safeguards in place, as described in Section 30 and our Privacy and AI Policy. If a data breach occurs, we will notify you as California law requires. We keep records for at least four years following your last use of our services. (Sections 23, 30, 36)

Liability. Our total liability is capped at the fees you have paid us. We are not liable for indirect or consequential damages. (Section 21)

Concluding our work. Either of us may end the engagement created under these terms at any time. You remain responsible for fees already incurred. (Section 31)

Legal information. California law governs our engagement and your use of our services. In the event we disagree about something, we agree to try to work things out directly first, then through mediation if needed. (Section 33)

The full terms follow. Please note that this summary is not a substitute for reading the complete terms.

Important Acknowledgments. Key acknowledgments about the scope of our services, including that we do not act as your fiduciary, care manager, or care custodian, and owe no duty to the Care Recipient, appear in Section 8. Please read it carefully.

Section 3. Who We Are

Setup Care (used as "SetupCare") is the registered fictitious business name (dba) of Avery Hom, who operates as a sole proprietorship in Yolo County, California. Throughout these terms, "we," "us," and "our" refer to SetupCare, Avery Hom, and any employees or contractors. "You" and "your" refer to each Client who engages or makes use of our services.

You can reach us at:

SetupCare
720 Olive Drive
Suite D1
Davis, CA 95618

(530) 761 - 5515
hello@setupcare.com

(Communications as part of a dispute are governed by Section 33, "Dispute Resolution.")

Section 4. A Few Definitions

"Client" means each person who makes use of our services.

"Co-Client" means any person other than you who makes use of our services in connection with the same situation. The existence of a Co-Client does not create any obligation from SetupCare to treat the Co-Clients' interests as identical or to resolve disagreements between them.

"Care Recipient" means the person whose circumstances are the focus of our work together. Sometimes a Client and the Care Recipient are the same person. Sometimes they are not.

"Your situation" means the full set of circumstances, individuals, and matters you bring to SetupCare for consulting and coaching.

"Provider" means any third-party professional, business, or service.

"Confidential Information" means any personal, financial, medical, legal, or other sensitive information shared between us in connection with your situation. Confidential Information does not include information that was already known to us before you shared it, information that is publicly available through no fault of ours, information we receive independently from a third party or provider who is not bound by a duty of confidentiality to you, or information we develop or might discern independently without reference to your information.

Section 5. Quick Reference Guide

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Section 6. Your Rights as a Client

You have the right to end our engagement and conclude the use of our services at any time, for any reason, without penalty beyond fees for services already provided or already agreed by another written arrangement.

You have the right to raise concerns about our services at any time, and to receive a good-faith response.

You have the right to be notified in accordance with California law if a breach affects your personal information.

You have the right and obligation to seek independent legal, financial, medical, or other professional advice at any time. SetupCare provides information for educational and illustrative purposes only.

You have the right to decline any suggestion or referral we make without affecting the quality of our services.

Section 7. Scope of Services

We are here to help you make sense of complicated situations and the elder care industry. SetupCare provides educational consulting and coaching services. We help you think through what's happening, organize potential options, and prepare you to work with other professionals. That is the heart of what we do.

There are some things that fall outside our scope. We do not provide legal, tax, investment, medical, or other advice or services that would normally require a specific professional license. The general categories of licensed advice and services we do not provide, and the roles we do not fill, are set out in Section 8. Our services assume that you have retained qualified professionals for those needs, or that you will do so when appropriate.

Our services are also not a substitute for therapy, counseling, or mental health support; and we do not provide crisis intervention, emergency care coordination, or any form of emergency services. If your situation becomes a safety emergency, please contact emergency services (911) immediately.

Our duty is to each Client individually. We do not owe duties to the Care Recipient, family members, or any other parties connected to your situation who are not Clients.

Section 8. Notice and Acknowledgment of Scope

The purpose of this section is to state plainly what SetupCare is and is not. By using our services, you acknowledge the following.

No Fiduciary Relationship is Created or Provided

SetupCare is a consulting and coaching service. Our role is to support your thinking and planning, not to manage your affairs, make decisions for you, or take responsibility for your situation.

Avery Hom holds professional qualifications including a California Licensed Professional Fiduciary license. These credentials reflect Avery's expertise and aim to inform the quality of our consulting. However, Avery is not serving as your fiduciary under these terms, and no fiduciary relationship is created by our work together.

Please do not name anyone associated with SetupCare in any legal, financial, medical, or administrative document related to your situation, such as a trust, power of attorney, court filing, or care plan, without our written consent. If anyone associated with SetupCare is named in such a document without consent, it does not create any fiduciary or agency relationship.

If we suggest that you work with a fiduciary, that is a suggestion only. It does not mean we have agreed to serve in that role ourselves, and it does not mean the suggested fiduciary has agreed to serve either. Before naming anyone in a legal or administrative document, please conduct your own due diligence and obtain their consent.

Always consult your attorney before making any legal decisions or changes to your or your Care Recipient's estate plan.

If you need fiduciary services, we are happy to help you think through how to find the right fit.

No Licensed Professional Advice

SetupCare provides educational consulting and coaching only. We do not provide (and nothing we say or do should be understood as) advice or services that typically require a specific professional license, certification, or authorization. This includes, but is not limited to:

- legal advice or services;
- tax or accounting advice or services;
- investment, financial-planning, or securities advice;
- insurance advice or the sale of insurance products;
- medical, nursing, clinical, psychological, or other health or mental-health advice, diagnosis, or treatment;
- clinical care management or care coordination of the kind performed by a licensed health professional;
- senior placement or placement-referral services;

- real estate brokerage advice or services; and
- any other service that typically requires a specific professional license or credential.

Where your situation calls for any of these, we assume you have retained or will retain an appropriately licensed professional. Our role is to help you think through your situation, organize your options, and prepare to work with those professionals—not to stand in for them. Avery's credentials reflect expertise and inform the quality of our consulting and coaching; they do not change the nature of the services described here or create any licensed professional relationship under these terms.

Not a Care Manager, Caregiver, or Care Custodian

SetupCare is engaged as a strategic consulting and coaching partner. We are not engaged, and do not act, as a care manager, geriatric care manager, caregiver, care custodian, or provider of health or social services. When we take part in communications with your professional team or others connected to your situation, we do so solely from a consulting perspective, to listen, organize options, and help you prepare. We do not provide, direct, supervise, or coordinate care, and we do not assume any caregiving or custodial responsibility for the Care Recipient or anyone else.

Notice Regarding the Care Recipient

Unless the Care Recipient separately becomes a Client by using our services in their own right, the Care Recipient is not a party to these terms and is not our Client. We provide consulting and coaching to you, the Client. We owe the Care Recipient no duty, and nothing in our work creates a professional, fiduciary, care, or advisory relationship with the Care Recipient. You are responsible for confirming that you are authorized to share the Care Recipient's information with us and to involve us as you do.

Client Autonomy; No Obligation to Follow Suggestions

SetupCare provides consulting and coaching only. Any suggestion, strategy, or option we offer is for your consideration. You are under no obligation to follow it, and declining to follow any suggestion does not affect the quality of our services. You are

the sole decision-maker in your situation, and any decision you make or action you take is your own.

No Warranty of Your Authority

We do not verify or warrant that you hold the legal authority to make any particular decision or take any particular action in your situation. Confirming that you are authorized to act in any specific capacity or representative authority, and to share the information you share with us, is your responsibility.

Reimbursement and Source of Payment

SetupCare provides a newer category of service, and our fees may not be treated as traditional professional expenses for the purposes of trust, estate, or power of attorney administration. Our fees may not be reimbursable or allowable as an expense of a trust, estate, conservatorship, or agent under a power of attorney. You acknowledge this.

Whenever a payment is made, we assume that payment is made from your own funds. Acceptance of payment is not acknowledgment of the source of those funds. If you intend to pay for our services from funds belonging to another person or entity, including a trust, estate, or an account you manage under a power of attorney, it is your responsibility to confirm that you have the authority to do so and that the expense is permitted. We do not verify your authority, and we are not responsible for any consequence of your using another party's funds to pay us, including any obligation to repay or account for those funds.

Section 9. Accuracy of Our Guidance

We take pride in the quality of the information and guidance we provide. Our work draws on professional expertise, industry knowledge, and careful attention to your situation. That said, we are human, and the landscapes of elder care, finance, healthcare, and applicable laws and regulations are complex and constantly changing.

We do our best to ensure that the information we share is accurate and current, but we cannot guarantee that every detail will be correct or complete in every instance.

Regulations change, programs update their requirements, and new information may emerge after we have provided suggestions.

We encourage you to verify any important information before making a decision, especially when it involves legal, financial, or medical matters. This is one of the reasons we encourage you to work with qualified professionals in those fields. Our guidance is a starting point for informed decision-making, not a replacement for independent verification.

SetupCare is not liable for any inaccuracy or omission in the information we provide, whether the source of the error is our own, a third party's, or the result of a change in law, regulation, or practice.

Section 10. No Guaranteed Outcomes; No Warranties

No professional or provider can guarantee a specific result. Every situation is different, and outcomes depend on many factors outside our control, including the decisions you make and the accuracy of the information you share with us. Our role is to help you navigate your situation more effectively, not to promise a particular destination.

Our services are provided on an "as-is" basis, and no warranties or representations are provided, express or implied.

Website, marketing, and public materials. Our website, articles, presentations, social media, and other public or marketing materials are provided for general information and education only. They are not advice, they are not tailored to your situation, and they do not create a client relationship or any obligation to provide services.

Nothing on our website or in any marketing material is a warranty, guarantee, or promise of any particular service, scope, availability, result, or outcome. Descriptions of what we do are general and illustrative. If anything in our public materials appears to conflict with these terms, these terms control.

We may change our website and materials at any time, and we are not responsible for information that becomes out-of-date.

Section 11. Credentials

Avery may hold professional qualifications or licenses. We reference these in our marketing and identification materials as an indication of expertise and commitment to the field. They do not define the type of services we provide, and they do not create a higher standard of care than what these terms describe. If any complaint is filed against Avery or SetupCare in connection with those credentials, these terms may be introduced as evidence regarding the actual nature of the engagement and your use of our services.

Section 12. Your Responsibilities

Our work together is a partnership, and the more you put into it, the more you'll get out of it. Here is what we ask of you.

Please give us accurate and complete information. The quality of our guidance depends directly on the quality of what you share with us. If information you provide turns out to be incomplete or inaccurate, we are not responsible for the effect that has on our guidance or your outcomes.

You are the decision-maker in your situation. We are not liable for decisions you make, actions you take, or actions you choose not to take as a result of our work together. This applies whether the outcome is direct or indirect.

You also take exclusive ownership of all decisions, research, and engagement with any services outside of SetupCare's scope, including services provided by any providers we might refer you to, that you retain independently, or who become involved in your situation by any means.

We ask that you perform your own due diligence on every decision you make in connection with your situation. We are here to help you think, not to think for you or prescribe what to do.

Section 13. Raising Concerns

Your feedback matters to us. If you have any concerns about our services or about any aspect of our work together, please let us know by email as soon as reasonably

possible. We commit to working with you in good faith to address your concerns. Raising issues promptly gives us the best chance to resolve them and provide the highest level of service we can.

Section 14. Referrals

Part of our value is helping you find the right people. We may suggest providers we believe could help with your situation. These suggestions are based on the information you have provided and are offered as potential options for your consideration, not as endorsements or guarantees of suitability. Your relationship with any provider is governed entirely by your own agreement with them. We are not responsible for the actions, advice, fees, or quality of service of any provider.

We do not guarantee that we have performed due diligence on any provider we suggest. That responsibility is yours. We are also not required to notify you if a provider's licensure, fees, or practices change.

If we contact, interview, or research a provider in connection with your situation, we do not warrant this as performing due diligence or forming a fiduciary relationship for your situation. You should always independently interview any provider you consider working with, and carefully consider the terms of their engagement.

These limitations apply to any provider involved in your situation, regardless of how they became involved.

Section 15. Role in Professional Communications

We are happy to be part of conversations with your professional team. You may include SetupCare in communications with professionals involved in your situation, such as copying us on emails or having us join calls with current, past, or potential providers. By engaging or using our services, you authorize this level of involvement and acknowledge that it may affect or potentially waive legal privileges, including attorney-client privilege. SetupCare's role in these communications is to listen, gather information, ask questions, and organize what we learn into potential options for your consideration.

Communication between SetupCare and a provider outside of your direct involvement may occur on a case-by-case basis at our discretion. We may require a

separate signed authorization before engaging in such communication. Whether or not a separate authorization is signed, such communication does not create an agency or fiduciary relationship, does not modify these terms, and does not waive any provision of these terms.

If a professional or government agency contacts SetupCare directly regarding your situation, we may respond as we deem appropriate, including providing information relevant to a lawful inquiry. We will make reasonable efforts to inform you of such contact, but per these terms are not required to obtain your authorization before responding to a government agency, court order, or legal or professional process.

SetupCare does not direct, instruct, or supervise any professional or provider on your behalf. All decisions and instructions to professionals must come from you, and it is your responsibility to ensure any provider you retain is aware of this.

Section 16. Facilitated Conversations and Non-Mediation

Sometimes the most helpful thing we can do is get people talking. In the course of serving you, SetupCare may help facilitate conversations between parties related to your situation. This may include helping parties think through different perspectives, clarifying points of confusion, or encouraging productive dialogue.

This does not constitute mediation, therapy, arbitration, or any other formal dispute resolution process. SetupCare is not acting as a neutral party. Our obligation is to the Client, not to fairness or balance between parties; nor do we hold a particular obligation to the Care Recipient. No privilege or confidentiality associated with formal mediation or any other dispute resolution process applies to conversations facilitated by SetupCare.

SetupCare is not responsible for resolving disagreements between parties and is not liable for any outcome of a facilitated or suggested conversation.

Section 17. Fees and Payment

We believe in transparent pricing. Fees for our services are set out in a separate Fee Schedule, incorporated as an addendum to these terms. The Fee Schedule may be

updated from time to time. Each time you schedule or attend a session or pay an invoice, you agree to the Fee Schedule in effect at that time, as it is made available to you via the invoice or calendar confirmation. Please review it whenever you schedule a session or make a payment.

We may bill you for time spent reviewing materials you provide, researching your situation, and preparing responses outside of scheduled sessions. The Fee Schedule contains details on rates, including rates for urgent or after-hours consultations and sessions involving additional parties.

If you believe a card or account charge is incorrect, you agree to contact SetupCare directly before initiating a chargeback or dispute with your bank or payment provider. We ask that you allow us a reasonable opportunity to review and resolve any billing concern before it is escalated. The Fee Schedule contains the full process for resolving payment disputes.

Section 18. Session Cancellation

Please give us at least 24 hours' notice if you need to cancel or reschedule a session. If you cancel with less than 24 hours' notice, or if you do not show up, a credit for that session is not guaranteed. If you cancel three sessions in a row, regardless of how much notice you give, no credit will be provided (unless offered otherwise on a case-by-case basis).

We may provide a scheduling or calendar booking tool for your convenience. This section applies to any booking changes that may be made through any such tool.

Fees for services rendered, unless provided differently in the Fee Schedule, are non-refundable. If an exception is made to this clause, it is a one-time exception and does not modify or waive any provision of these terms or the Fee Schedule.

Section 19. Multiple Clients

We understand that navigating a family situation often involves more than one person stepping up. When more than one Client uses our services in connection with the same situation, the following applies.

Each Client is independently bound by these terms. Each Client is individually responsible for fees incurred at their request or on their behalf, unless a different arrangement is agreed otherwise in writing.

SetupCare may share information between Co-Clients as reasonably necessary to serve the shared situation. By using our services, each Client consents to this sharing. If a Client wishes to share something with SetupCare in confidence and not have it disclosed to a Co-Client, they must clearly state this at the time of sharing in writing. We will make reasonable efforts to honor such requests at our discretion but cannot guarantee that information shared can always remain separated. We also reserve the right to refuse to keep certain information confidential between Co-Clients.

If a disagreement arises between Co-Clients, SetupCare is not responsible for mediating or resolving it. We may continue to serve one or both Clients, or may resign from the engagement entirely and conclude provision of services, at our discretion.

If one Client terminates the engagement or use of our services, these terms remain in effect for any remaining Client. Termination by any Client does not release that Client from obligations that survive under Section 35 of these terms, including indemnification, liability limitations, and confidentiality.

Section 20. Conflict of Interest

If another person or provider connected to your situation contacts us for services, we will reasonably attempt to manage any potential conflict of interest that might exist. We may disclose the potential conflict to all involved parties and seek written consent from each of you by email before proceeding. Or we may decline the new engagement, or resign from any existing engagement, at our discretion. We are not required to take on any client, and we are not required to continue any engagement where a potential conflict exists.

Where Co-Clients have engaged our services for the same situation, each Co-Client acknowledges the inherent conflict of interest that may exist between them. Each Co-Client waives any objection to SetupCare serving both parties and agrees not to use the co-client relationship as grounds for a complaint or claim against SetupCare. SetupCare does not guarantee equal treatment, equal time, or equal outcomes between Co-Clients.

You acknowledge that in serving your situation, SetupCare may communicate with individuals connected to your situation who are not Clients of SetupCare. These communications do not create a client relationship between SetupCare and those individuals.

You waive any conflict of interest objection arising from SetupCare's communication with any person connected to your situation, whether or not that person is identified at the time first engaging or using our services. SetupCare does not owe duties to non-Clients and is not responsible for how non-Clients use, interpret, or respond to information shared in those communications. This waiver applies regardless of whether the non-Client is a family member, provider, professional, or any other party.

Section 21. Limitation of Liability

You agree that SetupCare's total liability to you, for any reason and under any theory, is limited to the total fees you have actually paid to us in connection with your situation. SetupCare is not liable for any indirect, consequential, or special damages, regardless of whether we were advised of the possibility of such damages. This cap and exclusion apply to all claims arising from or related to these terms and your situation.

During any complimentary consultation or informal exchange of questions for which no fee has been paid, SetupCare provides no paid services, assumes no engagement obligations, and, to the fullest extent permitted by law, has no liability to you of any kind arising from that consultation or exchange.

You also agree to reasonably assist us with any claim made by a third party or person related to your situation but who is not a SetupCare client. This may include providing truthful information, signing declarations, or cooperating in our defense.

Section 22. General Indemnification

You agree to indemnify and hold SetupCare harmless against any claims, losses, or expenses (including reasonable costs of defense) arising from your violation of any provision of these terms, or from any actions you take that are related to or arise from your use of our services or your situation generally.

Section 23. Data, Privacy, and Confidentiality

We take the protection of your information seriously. How we secure information, when we share it, and our use of third-party platforms and artificial intelligence are described in our Privacy and AI Policy, which is incorporated into and forms part of these terms.

The following apply as binding terms.

You affirm that any confidential information you share with us, including health or other information about another person, was obtained legally and that you are authorized to share it.

When you include SetupCare in communications with providers or individuals, you may be waiving any confidentiality protections that might otherwise apply to the information shared in those communications. This waiver would apply to all relevant communications, including those conducted in accordance with Section 15 ("Role in Professional Communications").

Confidentiality does not extend to information submitted to a government agency as part of a report of suspected wrongdoing, or to information disclosed in response to a lawful inquiry from a government or professional agency, court, or legal process.

We may offer collaborative use of third-party technological platforms or providers. Your use of these technologies is governed by their own terms and privacy policies, which you agree to review before using them.

If we become aware of a breach affecting your personal information, we will notify you in accordance with applicable California law.

Section 24. Communications

Email is our primary method of communication. You acknowledge that email is not fully secure and accept that risk.

We may also communicate by SMS or iMessage.

It is your responsibility to ensure that sensitive information you send to us is transmitted securely. We may offer you a specific file sharing tool. If we do, your use of that tool is governed by its own terms and privacy policy.

You are responsible for keeping your contact information current. If your email address, phone number, or mailing address changes, please notify us promptly. Communications sent to the last address you provided are considered properly delivered.

Section 25. Reporting

Except as otherwise provided in applicable law, a California Licensed Professional Fiduciary's duty of care, and any associated obligations, arise only upon accepting an appointment and exercising authority in a role of responsibility. Neither Avery Hom, SetupCare, nor any representative accepts any such appointment or exercises any such authority under these terms. By the nature of our consulting and coaching services, we do not act in a role that triggers mandated reporting obligations. You acknowledge this.

To the extent permitted by law, if we nevertheless choose to report suspected wrongdoing (including potential abuse, fraud, or professional malpractice), you agree not to bring a legal claim against SetupCare as a result, regardless of the outcome or lack of an outcome. SetupCare has the right to make any such report anonymously.

If we make a report, it will be to an appropriate government or professional agency, provider, or other party as we deem necessary in our sole discretion.

You agree to hold SetupCare harmless and to reasonably assist in our defense if anyone connected to your situation brings a claim against us as a result of a report or a decision not to report, or generally regarding your situation.

SetupCare is not liable for any harm that results directly or indirectly from a decision not to report suspected wrongdoing, whether or not SetupCare had knowledge of any potential issue.

Section 26. Recordings

California law requires the consent of all parties before a confidential communication may be recorded. We may record digital communications for note-taking and service-related purposes. By engaging or using our services, you consent to such recordings. You also confirm that you have obtained consent from any third party you involve in a recorded communication. If you fail to obtain that consent, any resulting liability falls on you, not on SetupCare.

You agree not to make any audio or video recording of any session or communication with SetupCare without our express written consent.

All recordings made by SetupCare are the sole property of SetupCare. Because recordings may be made solely for the purpose of note-taking, we may delete or choose not to retain any recording at any time, for any reason, at our discretion. Recordings are not subject to the four-year retention period described in Section 36. No recording is guaranteed to be made or retained.

Section 27. Information Requests

If you request copies of information or records from us, we will make reasonable efforts to provide what is relevant and complete, except as otherwise provided in these terms. Further, we are not required to include every piece of tangential information if a request is made. Time spent fulfilling such requests will be billed at our then-current standard hourly rate, as set out in the Fee Schedule.

Section 28. Intellectual Property

Materials that SetupCare creates in the course of serving you, such as roadmaps, strategy documents, summaries, and checklists, are the property of SetupCare and are protected by copyright.

We grant you a personal, non-transferable license to use these materials for your own situation. You are welcome to share them with providers and family members involved in your situation as reasonably needed. You may not use, reproduce, distribute, or adapt our materials for any commercial purpose, or present them as your own work, without our written permission.

Our Terms of Service, Fee Schedule, AI and Privacy Policy, and Website Terms of Use are also protected by copyright and may not be reproduced or otherwise used without our written permission.

If we do not take action to enforce this provision on a particular occasion, we do not waive the right to enforce it in the future. Any permission for commercial use of our materials must be in writing.

Section 29. Testimonials, Reviews, and Case Studies

Except as protected or required by law, you agree not to use Avery's name or SetupCare's name or branding in any public statement without our written permission. SetupCare may use anonymized details from your engagement as case studies for marketing purposes, or for training and educational purposes.

Nothing in these terms limits any rights either party has under law regarding false or defamatory statements. We may ask you to make a good-faith effort to help rectify any false or defamatory reviews posted by non-Clients connected to your situation.

Section 30. Artificial Intelligence

We may use artificial intelligence tools in the course of serving you. How we use AI, and the steps we take to protect your privacy when we do, are described in our Privacy and AI Policy, which is incorporated into and forms part of these terms.

Section 31. Termination

We hope our work together is productive and lasting. That said, either of us may end this engagement at any time, for any reason. If you end the engagement or terminate use of our services, you remain responsible for fees related to services already provided.

SetupCare may end the engagement immediately and refuse to provide further services, with no further obligation, if we determine that continued service creates a risk to our reputation, exposes us to potential liability, or if the Client or anyone connected to the situation has been disrespectful, threatening, or otherwise made

continued service untenable, including if the Client is unable or unwilling to address the situation.

Section 32. Danger to Self or Others

If you or anyone connected to your situation discloses information that suggests a risk of harm to themselves or others, we reserve the right to share that information with appropriate parties, including health professionals or authorities. This is a permission, not an obligation. We are not liable for exercising or declining to exercise this right.

Section 33. Dispute Resolution

California law governs these terms. If a dispute arises between us, we agree to first try to resolve it directly. If direct resolution fails, either party may initiate mediation. The initiating party will propose three qualified mediators. The other party will select one.

All formal notices under these terms must be sent by email to the addresses on file. Postal mail may be sent as a backup, but email is the required method of delivery. A notice is considered received when the email is sent to the address on file.

If either party does not engage in the mediation process within 60 days of receiving email notice, delays in any step of the process, or refuses to engage in the mediation process, the other party may seek relief in the Superior Court of California, County of Yolo.

Section 34. Events Beyond Our Control

SetupCare is not liable for delays or failures in service caused by events beyond our reasonable control, including illness, natural disasters, travel disruptions, or technology failures. If such an event occurs, we will reschedule affected sessions or provide agreed services when reasonably possible.

Section 35. General Provisions

If any provision of these terms is found to be unenforceable, the remaining provisions continue in full effect.

Neither party may assign these terms and the agreement they create to anyone else without the other party's written consent.

If either party chooses not to enforce a provision of these terms on a particular occasion, that does not prevent enforcement of the same provision in the future.

Any changes to these terms must be in writing and agreed to by both parties. The rolling acceptance of updated terms and its addenda, as described in these terms, are the specific exceptions to this requirement.

No promises, representations, or guarantees have been made outside of this written agreement to encourage you to accept it.

The following sections survive the end of this engagement, including the termination of any individual Client's participation: Section 8 (Notice and Acknowledgment of Scope), Section 9 (Accuracy of Our Guidance), Section 10 (No Guaranteed Outcomes; No Warranties), Section 16 (Facilitated Conversations and Non-Mediation), Section 19 (Multiple Clients, as applicable), Section 20 (Conflict of Interest), Section 21 (Limitation of Liability), Section 22 (General Indemnification), Section 23 (Data, Privacy, and Confidentiality), Section 25 (Reporting), Section 26 (Recordings), Section 28 (Intellectual Property), Section 29 (Testimonials, Reviews, and Case Studies), Section 32 (Danger to Self or Others), Section 36 (Data Retention), the "Confidential Information" definition in Section 4, and any indemnification or hold-harmless obligations contained in these terms.

Section 36. Data Retention

Except as otherwise provided, we will generally retain information related to your situation for at least four years following the date of your last use of our services. After that period, we may delete or destroy records at our discretion, for any reason, and without notice. For security reasons, paper or hand-written materials may not be retained for that period and may be destroyed earlier, including during an active

engagement, without notice. We are not required to scan or retain digital copies of any paper or hand-written materials.

Recordings are governed separately by Section 26 and are not subject to this retention period.

Section 37. Updates to Terms

We may update these terms from time to time. Each time you schedule or attend a session or pay an invoice, you agree to the terms in effect at that time that are made available to you (such as in a calendar confirmation, payment page, or on the invoice). We ask that you please review the current terms whenever you schedule a session or make a payment.

Section 38. Entire Agreement

Except as specifically referenced in these terms (such as the Privacy and AI Policy and the Fee Schedule), this document represents our complete agreement. It replaces any prior conversations or understandings on these topics.