

Vivibot Terms and Disclaimers By Hopelab Foundation

Effective Date: May 18, 2018

Terms & Disclaimers

PLEASE READ THIS TERMS & CONDITIONS AGREEMENT CAREFULLY BEFORE USING THIS VIVIBOT SERVICE.

Hopelab Foundation Inc. (“Hopelab,” “we,” “us”, “our”) provides a chatbot known as “Vivibot” made available via its presences on Facebook and Facebook Messenger and all related products and services offered via and through the chatbot (collectively, with the Information (as defined below), “Vivibot”) subject to your agreement to abide by the terms and conditions set forth in this agreement (“Agreement”). This Agreement governs the relationship between Hopelab and you, Vivibot visitor (“you” or “your”), with respect to your use of Vivibot. It is important that you read carefully and understand the terms and conditions of this Agreement. By using Vivibot, you agree to be bound by this Agreement. If you do not agree to these terms and conditions, please do not use Vivibot or any of Vivibot or Information (as defined below). THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY THAT MAY BE APPLICABLE TO YOU.

It is important to remember that Vivibot is not a counseling or crisis service. It is a chatbot, and doesn’t understand what you may be entering, and the text that you send is not monitored by any human.

If the situation you are involved in is a potentially life-threatening situation, please get immediate help by calling 911, available 24 hours a day.

If you ever have suicidal thoughts or have thought of harming yourself or others, please contact a human who can help you. There are many humans who want to help you, but one place you can start is by texting CONNECT to 741741 in the US where you can text completely confidentially with a counselor who is there for you 24/7.

We reserve the right at any time to:

- change the terms and conditions of this Agreement;
- change Vivibot, including eliminating or discontinuing any Information or Vivibot Services or other feature of Vivibot; or
- deny or terminate your use of and/or access to Vivibot.

Any changes we make will be effective immediately upon our making such changes available on Vivibot or otherwise providing notice thereof. You agree that your entering, re-entering, or continuing to use Vivibot thereafter constitutes your acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

1. PRODUCTS, VIVIBOT SERVICES AND INFORMATION PROVIDED IN CONNECTION WITH VIVIBOT.

Please note that any products and Vivibot Services made available on, by or through Vivibot (collectively, the “Vivibot Services”), as well as any information provided on, by or through Vivibot or as part of or in connection with Vivibot or otherwise, including but not limited to data, text, software, images, audio and video clips, links and references (collectively, the “Information”), are provided to you for informational, educational purposes only. The information contained in this Vivibot Service (including the Information) is presented in summary form only and, while hopefully informative and helpful, is not intended to provide a broad understanding and knowledge of healthcare topics.

2. LIMITED PERMITTED USE OF INFORMATION AND VIVIBOT SERVICES.

2.1. Unless otherwise specified on Vivibot, you may use the downloaded or printed Information solely for your own personal benefit and use. You must retain all trademark, copyright and other proprietary notices on downloaded or printed Information, and any such downloads or copies are subject to the terms and conditions of this Agreement and shall remain the property of Hopelab and/or its licensors and/or suppliers (as further provided below). Although Hopelab may use the information and materials that you may submit to Vivibot, please note that Hopelab’s standard practice is to purge such information and materials within 1 year. You acknowledge and agree that Hopelab reserves the right to, and may, retain or delete such information at any time (whether before or after the end of such 1-year period), in its sole discretion.

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3. THE NATURE OF VIVIBOT AND SPECIAL DISCLAIMERS.

It is important to remember that Vivibot is not a counseling or crisis service. It is a chatbot, and doesn’t understand what you may be entering, and the text that you send is not monitored by any human.

The information included in Vivibot is not a substitute for the advice of your personal physician or other qualified healthcare professional. Hopelab does not offer personalized medical diagnosis or patient-specific treatment advice via Vivibot, and no client or patient relationship exists between you and Hopelab by virtue of your use of Vivibot. Indeed, your doctor, nurse or other healthcare professional, as a learned intermediary, is in the best position to assess and provide information about your medical condition and any treatment options. Always seek the advice of your physician, nurse or other qualified healthcare professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on Vivibot. PLEASE CONSULT WITH YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL. IF YOU THINK YOU HAVE A MEDICAL OR PSYCHIATRIC EMERGENCY, CALL 911 OR GO TO THE NEAREST HOSPITAL.

Some of our users may qualify to participate in a research study conducted by Hopelab where you are asked and would answer certain questions (the “Study”). If you choose to participate in the Study, you will receive and would need to sign a consent form that describes in further detail the nature of the

Study and how information collected through the Study is used (the “Consent Form”). The Consent Form is available at:

<http://live-hopelab.pantheonsite.io/wp-content/uploads/2018/02/HopelabVivibotConsentForm.pdf>

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6. TERMINATION.

This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement, and/or your access to and use of Vivibot, or any portion thereof, at any time and for any reason, with or without cause. Upon termination of this Agreement by either party, your right to use Vivibot shall immediately cease, and you shall destroy all copies of information that you have obtained from Vivibot, whether made under the terms of this Agreement or otherwise. All disclaimers and all limitations of liability and all Hopelab rights of ownership shall survive any termination.

7. DISCLAIMERS.

7.1. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW: (A) VIVIBOT (INCLUDING ALL INFORMATION) AND VIVIBOT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED; AND (B) HOPELAB AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, SUCCESSORS AND ASSIGNS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE INFORMATION AND VIVIBOT SERVICE IS CURRENT AND/OR UP-TO-DATE. HOPELAB AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, SUCCESSORS AND/OR ASSIGNS DO NOT WARRANT THAT THE INFORMATION, VIVIBOT SERVICE OR VIVIBOT SERVICES, NOR YOUR USE OF FOREGOING, WILL BE COMPLETE, ACCURATE, CURRENT, RELIABLE, UNINTERRUPTED, ERROR-FREE OR SECURE, NOR THAT DEFECTS WILL BE CORRECTED, OR THAT VIVIBOT OR THE SERVER(S) ON WHICH VIVIBOT IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE VIVIBOT, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF VIVIBOT AND/OR VIVIBOT SERVICES AND/OR INFORMATION AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF HOPELAB OR ITS LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, SUCCESSORS OR ASSIGNS, WHETHER MADE ON OR IN CONNECTION WITH VIVIBOT OR VIVIBOT SERVICES OR INFORMATION SHALL CREATE ANY WARRANTY.

7.2. Some states do not allow the disclaimer of implied warranties of merchantability and fitness for a particular purpose, so the above disclaimers or exclusions may not apply to you. In the event that applicable law imposes implied warranties on Vivibot or Information notwithstanding the foregoing, such implied warranties shall not have a duration greater than one year from the relevant purchase or access date; shall terminate automatically at the end of such period; and shall be disclaimed and excluded to the fullest extent permitted by law.

7.3. A possibility exists that unauthorized alterations could be made by third parties to the Information, Vivibot Service and/or Vivibot Services. In the event that a situation arises in which the completeness or correctness of Vivibot or Information and Vivibot Services is in question, please contact us at

webmaster@hopelab.org, with, if possible, a description and location of the material to be checked, as well as information sufficient to enable us to contact you.

7.4. YOU MAY ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW WHICH VARY FROM STATE TO STATE.

8. LIMITATION OF LIABILITY.

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER HOPELAB NOR ANY OF ITS LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, SUCCESSORS OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO VIVIBOT, INFORMATION, VIVIBOT SERVICES AND/OR ANY LINKED VIVIBOT SERVICE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THIS VIVIBOT SERVICE, THE INFORMATION, VIVIBOT SERVICES, OR ANY LINKED VIVIBOT SERVICE IS TO STOP USING VIVIBOT, VIVIBOT SERVICE, OR LINKED SERVICE, AS APPLICABLE. HOPELAB'S SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR RELATING IN ANY MANNER TO VIVIBOT, INFORMATION AND/OR VIVIBOT SERVICES, SHALL BE THE TOTAL AMOUNT PAID BY YOU FOR USE OF VIVIBOT, INFORMATION AND/OR VIVIBOT SERVICES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. ACCESS BY MINORS.

Hopelab wishes to inform you that parental control protections (such as computer hardware, software or filtering Vivibot Services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the web Vivibot Service of <http://www.GetNetWise.org>.

10. CONTACTING HOPELAB REGARDING VIVIBOT.

Should you have any questions, comments or complaints regarding this Agreement or Vivibot, please email us at: webmaster@hopelab.org, or call us at 415-818-8400, or write to us at:

Hopelab Foundation Inc.
100 California Street, Suite 1150
San Francisco, California 94111

10. NOTICE FOR CALIFORNIA USERS.

Under California Civil Code Section 1789.3, California Vivibot Service users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Vivibot Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

11. MISCELLANEOUS.

All claims in any way related to the subject matter, interpretation, application or alleged breach of this Agreement (“Arbitrable Claims”) shall be resolved by arbitration in San Francisco, California in accordance with the rules of the American Arbitration Association, as amended. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO THE ARBITRABLE CLAIMS. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement or any right, obligation or remedy hereunder is not assignable, transferable, delegatable or sublicensable by you except with Hopelab’s prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. Hopelab may assign, transfer or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof, and the singular shall include the plural and the plural the singular. Please read Hopelab’s Privacy Policy.