

ALZHEIMER'S ASSOCIATION
My ALZJourney
TERMS OF USE AND END USER AGREEMENT

1. BACKGROUND

About the Alzheimer's Association. The Alzheimer's Association (the "Association") provides information on the symptoms and signs, diagnosis, progression, treatment and care of Alzheimer's disease and all other dementia. It also offers the means to get support from the Alzheimer's Association 24/7 Helpline (800.272.3900) and your local chapter. The Association provides information and resources about Alzheimer's disease and all other dementia for many audiences, including people living with Alzheimer's and dementia, families, caregivers, care professionals, medical professionals, public health professionals, scientific researchers, Alzheimer's advocates, policymakers, volunteers and the general public.

Our Pressroom offers the latest news updates from the Association, including statements on Alzheimer's research, treatment developments, advocacy and more. [Read the latest press releases and learn about our spokespeople.](#)

About the Application. *My ALZJourney* (the "Application") is an application developed by the Association. It is designed for individuals newly diagnosed with Alzheimer's or other dementias and their care partners. The Application aims to offer trusted information, guided answers, and a supportive community, all accessible from the comfort of home. With tailored resources for young-onset and older adults, users can find reliable insights, answers to common questions, and connections with others on a similar journey.

Information on this Application is free and available to the public. The Association is not a membership organization and does not charge for access or require subscriptions.

2. ACCEPTANCE OF TERMS; PRIVACY

BY INSTALLING OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE *MY ALZJOURNEY* TERMS OF USE AND END USER AGREEMENT AND ANY SUBSEQUENT CHANGES MADE TO THEM (THE "TERMS" OR THE "AGREEMENT"); (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION.

THE APPLICATION'S PRIVACY POLICY DISCLOSES THE INFORMATION THAT IS COLLECTED ABOUT YOU IN CONNECTION WITH YOUR USE OF THE APPLICATION; HOW WE USE SUCH INFORMATION; THE STEPS WE TAKE TO SECURE SUCH INFORMATION; HOW YOU CAN VIEW AND CORRECT SUCH INFORMATION; AND HOW YOU CAN DECLINE TO HAVE INFORMATION ABOUT YOU COLLECTED OR USED. CLICK HERE TO VIEW THE [PRIVACY POLICY](#), WHICH IS INCORPORATED HEREIN BY THIS REFERENCE. BY ACCESSING OR USING THE APPLICATION, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THIS PRIVACY POLICY.

3. CHANGES TO THESE TERMS

If the Association updates these Terms, the Association will post the updated terms within the Terms of Use section of the Application, which section will always display the most current version of these Terms. Your continued use of the Application after such changes become effective constitutes acceptance of the new terms. If you do not agree to such changed terms, or if at any time you no longer wish to abide by the Terms, you may not access or use the Application. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within this Application.

4. APPLICATION ACCESS

Upon your acceptance of and subject to the Terms, the Association hereby grants you a limited, non-sublicensable, non-transferrable, non-exclusive revocable license to access and use the Application solely for your own personal purposes on any mobile device that you own or control. You agree that you shall use the Application only in accordance with the Terms and, applicable law. This license may not be shared with or transferred or sublicensed to any other party. You represent and warrant that all information provided to the Association in connection with the Application and the Terms, including in the process of registration for the Application, is true, accurate and complete. You are responsible for installing and maintaining all devices and systems necessary to access the Application and for paying all charges related thereto. The Association shall not be obligated to provide any maintenance and support with respect to the Application.

5. TERM; TERMINATION

The term of the Agreement commences when you use the Application or install the Application and will continue in effect until terminated by you or the Association as set forth in this Section.

- You may terminate this Agreement by deleting the Application and all copies thereof from your device.
- The Association may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Upon termination: (a) all rights granted to you under this Agreement will also terminate; and (b) you must cease all use of the Application and delete all copies of the Application from your device and account. Termination will not limit any of the Association's rights or remedies at law or in equity, and any terms or rights that by their nature are intended to survive termination, all of which shall survive termination.

6. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Application and all information, materials, text, graphics, images, logos, icons, programs, software, code, data, schema and content made available to you in connection with your use of the Application, whether tangible or intangible, in any form and on or in any media, and all intellectual property rights therein (collectively, "Intellectual Property") are the property of the Association or its respective licensors and are protected by United States and international intellectual property laws, including copyright law, trademark law and trade secret law, as well as other state, federal and international laws and regulations. Except as expressly provided in this Agreement, the Association does not grant any rights to you under any patents, copyrights, trademarks, trade secret or any other intellectual property law in or to the Intellectual Property. Accordingly, unauthorized use of the Application or its information may violate patent laws, copyright laws, trademark laws, trade secret laws, laws pertaining to privacy and publicity rights or other laws or regulations. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works from, reverse engineer, or distribute the Intellectual Property in any way; provided, however, you may print, copy electronically, or download information from the Application for personal, non-commercial use only and so long as you identify the source of the material and include a statement that the materials are protected by copyright and other intellectual property law. Any and all rights not expressly granted by this Agreement, whether existing now or arising in the future, are hereby expressly reserved by the Association.

The Association shall have the right to use and incorporate into the Application any feedback and input provided by you, for any purpose, including the improvement of the Application and other research, educational and patient care purposes.

7. THIRD-PARTY CONTENT

The Application may contain references or links to other websites, web pages, materials, information, and resources ("Third-Party Sites"). The Association is not responsible for and has no control over the accessibility via the Internet of any Third-Party Sites. Furthermore, you understand, acknowledge and agree that the Association neither endorses nor is responsible for any Third-Party Sites, and you should not assume or rely upon any information or content as having originated with or been approved by the Association or even that the Association is aware of the specific content, information, features or capabilities available in connection with such Third-Party Sites. The Association is not responsible or liable, in any manner whatsoever, for, in connection with, or because of your use of any Third-Party Site, even if the Association is advised of the possibility that damages may result.

While not a Third-Party website, the Application provides you the opportunity to access web pages, materials, information, and resources from the Association's website (alz.org). The Association's website is governed by a different [Privacy Policy](#) and [Terms of Use](#). THEREFORE, YOU ARE ADVISED TO REVIEW THE ASSOCIATION'S PRIVACY POLICY AND TERMS OF USE AND MAKE A DECISION TO ACCEPT THEM BEFORE ACCESSING THE WEBSITE.

8. DISCLAIMERS

THE CONTENT CONTAINED WITHIN THE APPLICATION IS BASED ON CERTAIN PUBLISHED MEDICAL AND SCIENTIFIC LITERATURE, NATIONAL AND STATE GUIDELINES, EXPERT CONSENSUS OR INPUT AND/OR OTHER SOURCES THAT THE ASSOCIATION CONSIDERS TO BE RELIABLE, WHICH CONTINUE TO EVOLVE. THEREFORE, THE ASSOCIATION MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES, PROTECTIONS OR INDEMNITIES REGARDING AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, COMPLETENESS, CURRENTNESS, COMPREHENSIVENESS, RELEVANCE, APPLICABILITY OR EXHAUSTIVENESS OF, OR ANY UPDATES TO, THE CONTENT CONTAINED IN THE APPLICATION.

ALL INFORMATION ACCESSED IN OR THROUGH THE APPLICATION IS PROVIDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE, REPLACE OR SERVE AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT, AND YOU AGREE NOT TO CONSTRUE IT AS SUCH. ACTUAL MEDICAL ADVICE, DIAGNOSIS AND TREATMENT SHOULD BE SOUGHT BY YOU FROM YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER.

THE APPLICATION AND ALL DATA, INFORMATION, MATERIALS, CONTENT AND REFERENCE SITES CONTAINED OR MADE AVAILABLE THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. FURTHER, THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE INFORMATION WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS OR OTHERWISE SECURE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE ASSOCIATION DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE ASSOCIATION DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE WIRELESS NETWORK OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER INFORMATION AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR

INFORMATION WHILE IN TRANSIT TO THE ASSOCIATION. THE ASSOCIATION MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO, FROM, OR THROUGH THE APPLICATION.

9. ASSUMPTION OF RISK; WAIVER OF LIABILITY; LIMITATION OF LIABILITY

YOU AGREE TO ASSUME FULL RESPONSIBILITY FOR USING THIS INFORMATION AND AGREE TO EXERCISE YOUR OWN INDEPENDENT JUDGMENT AT ALL TIMES IN DOING SO. THE ASSOCIATION MAKES THE APPLICATION AVAILABLE FREE OF CHARGE AS A HEALTH INFORMATION RESOURCE TO BE ACCESSED AT YOUR CONVENIENCE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY EXPRESSLY WAIVE ANY AND ALL CLAIMS THAT YOU (AND/OR YOUR HEIRS, SUCCESSORS, OR ASSIGNS) MAY HAVE, NOW OR IN THE FUTURE, AGAINST THE ASSOCIATION AND ITS THIRD-PARTY LICENSORS AND/OR AFFILIATES (THE "RELEASED PARTIES") BASED UPON YOUR USE OF THE APPLICATION, INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO HEALTH, ILLNESS, AND/OR ANY ADVERSE CONSEQUENCES, THAT YOU OR ANY THIRD PARTY MAY INCUR OR SUFFER AS A RESULT OF YOUR USE OF THE APPLICATION ("CLAIMS"), AND YOU (AND/OR YOUR HEIRS, SUCCESSORS, OR ASSIGNS) HEREBY FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL OF SUCH CLAIMS.

UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION OR ANY AFFILIATE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT OR SPECIAL DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE APPLICATION, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless the Association and its third-party licensors and affiliates against any and all liabilities, losses, claims, damages, suits, costs and expenses (including reasonable attorney's fees and expenses) arising out of or relating to your access to and use of the Application or any content or material contained therein, which shall include without limitation your use, reproduction and display of any Application material, and out of your violation or noncompliance with the Terms. You shall immediately notify the Association of any such claim.

12. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Illinois without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the courts located in Cook County, Illinois for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole agreement between you and the Association relating to your use and our provision of the Application and the subject matter hereof, and no representations, statements, or inducements, oral or written, not contained in this Agreement shall bind either you or the Association. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by the Association of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer, or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and

permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in a writing signed by the parties.

Notices

- (a) To You: We may provide any notice to you under these Terms by (a) sending a message to the email address you provide or (b) by posting to the Application. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
- (b) To Us: To give us notice under these Terms, you must contact us as follows: by overnight courier, registered or certified mail, or other trackable mail services to Attention General Counsel, Alzheimer's Association, 225 North Michigan Avenue, 17th Floor, Chicago, Illinois 60601. We may update the address for notices to us by posting a notice on the site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) business day after they are sent. Notices provided by registered or certified mail will be effective upon receipt.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

CONTACT INFORMATION

Individual questions and complaints regarding the Application should be directed to the following:

Alzheimer's Association
225 North Michigan Avenue, 17th Floor
Chicago, IL 60601
Attn: *My ALZJourney*
Email: alzconnected@alz.org