

# Adaptalyfe Terms of Service

**Effective Date:** 01/01/2026

Welcome to Adaptalyfe. These Terms of Service (“Terms”) govern your access to and use of the Adaptalyfe website, mobile application, and related services (collectively, the “Services”), operated by Adaptalyfe, Inc. (“Adaptalyfe,” “we,” “us,” or “our”).

By accessing or using the Services, you agree to be bound by these Terms.

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## 1. Eligibility and Account Use

Adaptalyfe is intended for use by adults, caregivers, and parents.

- You must be at least **18 years old** to create an account.
  - Children under the age of 13 may only use the Services through a **parent- or guardian-controlled account**.
  - You are responsible for all activity that occurs under your account, including activity related to any dependent profiles you create.
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## 2. Caregiver and Dependent Profiles

Adaptalyfe allows caregivers, parents, or guardians to create and manage profiles for dependents, including minors.

- The adult account holder is responsible for all information entered on behalf of a dependent.
  - The adult account holder represents that they have the legal authority to act on behalf of the dependent.
  - Dependent profiles do not create a separate contractual relationship with Adaptalyfe.
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### 3. Non-Medical Disclaimer

Adaptalyfe is **not a medical or healthcare provider**.

The Services do not provide medical advice, diagnosis, treatment, or clinical recommendations. Any information stored in Adaptalyfe is user-provided and intended for **organizational, planning, and informational purposes only**.

You should always seek professional medical or healthcare advice from a qualified provider when appropriate.

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### 4. User Content

You may submit, upload, or create content through the Services, including routines, notes, reminders, and other information (“User Content”).

- You retain ownership of your User Content.
  - You grant Adaptalyfe a limited, non-exclusive license to use User Content solely to operate and improve the Services.
  - You are responsible for ensuring that your User Content is lawful and does not infringe the rights of others.
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### 5. Acceptable Use

You agree not to:

- Use the Services for unlawful purposes
- Misrepresent your identity or authority
- Upload harmful, abusive, or infringing content
- Attempt to access or interfere with systems without authorization
- Use the Services in a way that could harm users, dependents, or Adaptalyfe

We reserve the right to suspend or terminate accounts that violate these Terms.

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## 6. Privacy and Data Protection

Your use of the Services is subject to our **Privacy Policy**, which explains how we collect, use, and protect personal information.

By using the Services, you acknowledge that you have reviewed and agree to the Privacy Policy.

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## 7. Subscriptions and Payments

If you purchase a subscription or paid features:

- Fees are disclosed prior to purchase
  - Payments are processed by third-party payment providers
  - Subscriptions may renew automatically unless canceled
  - Refunds are handled in accordance with our published refund policy
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## 8. Third-Party Services

The Services may integrate with or link to third-party services. Adaptalyfe is not responsible for the content, availability, or practices of third-party services.

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## 9. Intellectual Property

All Adaptalyfe content, software, designs, trademarks, and branding are owned by or licensed to AdaptTheApp, Inc. and are protected by intellectual property laws.

You may not copy, modify, distribute, or exploit any part of the Services without written permission.

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## 10. Termination

You may stop using the Services at any time and request account deletion.

We may suspend or terminate access if:

- These Terms are violated
- Required by law
- Necessary to protect users or the Services

Upon termination, access to the Services will cease, and data will be handled in accordance with our Privacy Policy.

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## **11. Disclaimer of Warranties**

The Services are provided on an “as is” and “as available” basis.

To the fullest extent permitted by law, Adaptalyfe disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

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## **12. Limitation of Liability**

To the fullest extent permitted by law, Adaptalyfe shall not be liable for indirect, incidental, special, or consequential damages arising out of or related to your use of the Services.

Adaptalyfe’s total liability shall not exceed the amount you paid to use the Services, if any, during the twelve (12) months preceding the claim.

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## **13. Indemnification**

You agree to indemnify and hold harmless Adaptalyfe from claims arising out of:

- Your use of the Services
  - Your User Content
  - Your violation of these Terms
  - Your management of dependent profiles
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## **14. Changes to the Services or Terms**

We may modify the Services or these Terms from time to time. Updated Terms will be posted with a revised effective date.

Continued use of the Services constitutes acceptance of the updated Terms.

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## **15. Governing Law**

These Terms are governed by the laws of the state of **Virginia** without regard to conflict of law principles.

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## **16. Arbitration and Dispute Resolution**

Please read this section carefully, as it affects your legal rights.

Any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Services (collectively, "Disputes") shall be resolved through binding arbitration, rather than in court, except that either party may seek injunctive or equitable relief in a court of competent jurisdiction for infringement or misuse of intellectual property rights.

The arbitration shall be conducted on an individual basis, and not as a class, collective, or representative action. You agree that you may bring claims against Adaptalyfe only in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

Arbitration shall be administered by the American Arbitration Association (AAA) in accordance with its applicable rules. The arbitration shall take place in Virginia, unless the parties agree otherwise. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this arbitration provision.

Each party shall bear its own costs and attorneys' fees, unless the arbitrator determines otherwise as required by applicable law.

You understand and agree that, by accepting these Terms, you are waiving the right to a trial by jury or to participate in a class action.

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## **17. Contact Information**

If you have questions about these Terms, contact us at:

**AdaptTheApp, Inc.**

Email: [info@adaptalyfe.com](mailto:info@adaptalyfe.com)

Website: [www.adaptalyfeapp.com](http://www.adaptalyfeapp.com)