CARRII Native TERMS OF USE AND USER AGREEMENT

Last Updated: March 1, 2026

THESE CARRII Native TERMS OF USE AND USER AGREEMENT (THESE "TERMS OF USE") CONSTITUTE AN AGREEMENT BETWEEN YOU (AS FURTHER DEFINED BELOW, THE "USER") AND THE UNIVERSITY OF VIRGINIA CENTER FOR BEHAVIORAL HEALTH & TECHNOLOGY ("CBHT"), GOVERNING ACCESS AND USE OF THIS WEBSITE AND THE WEBSITE FEATURES.

THE WEBSITE AND THE WEBSITE FEATURES ARE MADE AVAILABLE TO USER BY CBHT CONDITIONED UPON USER'S ACCEPTANCE OF THESE TERMS OF USE WITHOUT MODIFICATION. USER'S ACCESS OR USE OF THE WEBSITE OR ANY OF THE WEBSITE FEATURES CONSTITUTES USER'S ACCEPTANCE OF THESE TERMS OF USE, WHICH MAY BE MODIFIED FROM TIME TO TIME BY CBHT. THESE TERMS OF USE CONTAIN IMPORTANT TERMS, INCLUDING EXCLUSION OF WARRANTIES, DISCLAIMER OF LIABILITIES AND INDEMNIFICATION.

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1. GENERAL DESCRIPTION OF NATURE AND PURPOSE OF WEBSITE. The Website contains multiple Web pages that are hosted and operated by CBHT. The Website is designed to enable authorized parties to access and use CBHT's proprietary, web-based program known as CARRII Native. CARRII Native is a self-help program for reducing risk of alcohol exposed pregnancy. CARRII Native is not intended to address addition and other substance use disorders such as, by way of example and without limitation, alcohol use disorder, and CARRII Native is not intended to address any medical problem or mental health problem. You should always consult your physician about any substance use disorder, medical problem or mental health problem that you have, and determine the appropriateness of your using CARRII Native. **If you are thinking about suicide, or you feel that you may try to harm yourself or others, or if you have any other type of medical emergency, you should not rely on any information on this Website and should immediately seek appropriate emergency medical assistance, such as calling "988" or going to the nearest hospital Emergency Room.**

2. DEFINITIONS. In addition to terms that are defined within individual sections of these Terms of Use, the following terms shall have the meanings ascribed thereto:

a. Documentation. The term "Documentation" means all documentation and information posted or available on the Website relating to the use, features and functionality of the Software and the Services (including all user guides and tutorials), as may be amended or updated from time to time, together with all other information relating to the Software and the Services provided, or made available, by CBHT to User from time to time.

b. Laws. The term "Laws" means all federal, state, county, municipal, local or other statutes, laws, regulations, rules, ordinances, orders and customs of any country,

state or territory having jurisdiction over User's access and use of the Website, the Software and the Services, including the United States.

c. CBHT Content. The term "CBHT Content" means all information, data, text, images, sounds, graphics, video, and other materials (regardless of the format thereof) that can be accessed, viewed, downloaded, or printed by User at the Website or by using the Software or the Services.

d. CBHT Parties. The term "CBHT Parties" means, collectively, (i) the investigators, staff, employees, consultants and contractors of CBHT, and (ii) all vendors, providers, distributors, administrators, joint venture partners, and business partners of CBHT, and all licensors to CBHT, and their respective affiliates, owners, officers, directors, employees, consultants, contractors, agents.

e. Services. The term "Services" means any and all services, features, tools, applications and programs that are available on the Website, or that can be accessed or utilized by the User using the Website or the Software.

f. Software. The term "Software" means the proprietary and programmed system known as "CARRII Native" with functionality that enables the delivery of an online, self- help program to reduce risk of alcohol exposed pregnancy. The Software, as may be amended or updated from time to time by CBHT, may include certain integrated applications, software and technologies that are owned or licensed by CBHT. The term "Software" includes all modifications, upgrades and new versions of the Software hereafter released by CBHT.

g. User. The term "User" means any individual that has created or been provided a User Account and is accessing and/or using the Website, the Software, or the Services.

h. User Submissions. The term "User Submissions" means any information, materials, and content uploaded, posted, e-mailed, transmitted, distributed, submitted or otherwise made available by User via the Website or utilizing the Software and/or the Services.

i. Website. The term "Website" means the website located at the URL on which a link to these Terms of Use is posted at the log-in or home page (or the web page from which User accessed these Terms of Use), together with all web pages thereof.

k. Subscription. The term "Subscription" means a purchase from CBHT, or a grant by CBHT, of the right for User to access and use the Website, the Software and the Services for a specific period of time.

l. Website Features. The term "Website Features" means the Software, Services, and CBHT Content available at the Website.

3. MEDICAL DISCLAIMER. THE WEBSITE AND WEBSITE FEATURES DO NOT CONSTITUTE MEDICAL EVALUATION, ADVICE, DIAGNOSIS, CARE OR TREATMENT. FURTHERMORE, THE WEBSITE AND WEBSITE FEATURES ARE NOT, NOR ARE THEY DESIGNED TO BE, A SUBSTITUTE FOR MEDICAL EVALUATION, ADVICE, DIAGNOSIS, CARE OR TREATMENT. CBHT RECOMMENDS THAT USER ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL FOR ALL MEDICAL AND HEALTH-RELATED MATTERS. THE WEBSITE AND THE WEBSITE FEATURES SHOULD ONLY BE USED AS AN EDUCATIONAL PROGRAM THAT SUPPORTS

YOUR CARE AND THE TREATMENT RENDERED BY YOUR CLINICIAN. WE DO NOT RECOMMEND SELF-MANAGEMENT OF HEALTH PROBLEMS. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ HERE. CBHT AND THE CBHT PARTIES WILL NOT BE LIABLE FOR, AND USER WAIVES ANY CLAIM FOR, ANY PERSONAL INJURY, DAMAGE, AND/OR LIABILITY ARISING OUT OF USER'S USE OF OR RELIANCE ON THE WEBSITE AND WEBSITE FEATURES.

4. USER REGISTRATION. User must create a user account (a "User Account") before accessing or using the Website or the Website Features and provide all information that is required by CBHT to complete the registration process ("Registration Information"). By completing the registration process or accessing and using the Website or the Website Features, User further represents and warrants to CBHT that (a) User is over the age of eighteen (18) years; and (b) is not prohibited or barred under any applicable Law from accessing or using the Website or the Website Features.

5. SOFTWARE LICENSE GRANT. Subject to User's compliance with these Terms of Use, CBHT grants to User a personal, non-exclusive, non-transferable, non-sublicensable, license to use the object code of the Software solely in connection with utilizing the CARRII Native program, during the term of the Subscription or investigator led research trial.

6. USER SUBMISSIONS. User hereby grants CBHT a transferable, sub-licensable, royalty-free, non-exclusive, world-wide right and license, to reproduce, publicly display, use, distribute, edit, modify, and create derivative works of, all User Submissions in connection with the operation, use, display, and licensing of the Website and the Website Features. CBHT may, in its sole discretion, remove, delete, edit, or modify any User Submission that CBHT reasonably believes has been up-loaded, posted, e-mailed, transmitted, reproduced, distributed, or submitted by User in violation of these Terms of Use.

7. CBHT CONTENT. All CBHT Content is either owned by the University of Virginia CBHT and the CBHT Parties, or CBHT and the CBHT Parties have the rights to access, display and use the CBHT Content in connection with the operation, use and licensing of the Website and the Website Features. CBHT grants User a personal, non-exclusive, non-transferable, non-sublicensable, license to access and use the CBHT Content solely for their personal use for non-commercial purposes, and as permitted by these Terms of Use.

8. MODIFICATIONS. CBHT reserves the right at any time, without notice to User, (a) to modify or upgrade the Software; (b) to modify or alter any CBHT Content or Services; (c) to remove and delete any CBHT Content, and (d) to suspend or discontinue

(permanently or temporarily) any portion, tool, feature, or component of the Website and/or the Website Features. CBHT shall not be liable to User for taking any of the foregoing actions described in this Section 8.

9. USER INFORMATION. In connection with User's use of the Website and the Website Features, User may be requested to disclose personal information about User, including name, address, e-mail address, and other identifiable or non-identifiable information that may be required or requested ("User Information"). Although submission of User Information is voluntary, the failure to provide complete User Information may limit the functionality of the Website Features. Registration Information and User Information is subject to the terms of CBHT's Privacy Policy (available on www.carriinative.org) and User is advised to carefully review the Privacy Policy before disclosing any Registration Information or User Information via the Website or the Website Features. Except as expressly described in the Privacy Policy, CBHT has no responsibility for any Registration Information or User Information collected or maintained by CBHT. All Registration Information and User Information will only be used by CBHT for the limited purposes described in the Privacy Policy.

10. PROHIBITED ACTS. User shall not:

a. commit any act in violation of these Terms of Use or use the Software or the Services in any manner that is in violation of, or inconsistent with, these Terms of Use or the Documentation.
b. use the Software or the Services in any manner that is in violation of any applicable Laws or any rights of any third party ("Third Party Rights")
c. upload, post, e-mail, transmit, distribute, submit, or otherwise make available via the Website or utilizing the Software or the Services, any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding.
d. upload, post, publish, transmit, reproduce, distribute or in any way use or exploit any CBHT Content for professional or commercial purposes.
e. attempt to gain access to the account of any Third-Party User, or any other account other than User's User Account.
f. copy, modify, create derivative works of the Software, or use modified versions of the Software not provided by CBHT.
g. decompile, disassemble, reverse engineer, or otherwise attempt to obtain the source code of the Software, or its structure, internal design, organization, algorithms, or encryption devices.
h. sell, rent, publicly display, distribute, make available for public use, reproduce, duplicate, copy, trade, resell, or exploit for any commercial or professional purposes the Software, the Services, and any CBHT Content, or any part or portion of any of the foregoing.
i. attempt to access and use the Software or any of the Services by any means other than through the interface that is provided by CBHT for use in accessing and using the Software and the Services.

11. OWNERSHIP AND RIGHTS RESERVED. As between the parties, CBHT exclusively owns, and shall exclusively own, the Website and the Website Features, together with (a) all intellectual property associated with, or incorporated within, any of the foregoing; (b) all intellectual property rights associated therewith (including the worldwide copyrights therein and all patent, trademark and trade secret rights and protections arising under applicable Laws); and (c) all proprietary rights therein. These Terms of Use do not grant to User, and User shall not acquire any right, title, or interest in and to the Website and/or the Website Features, except for the limited licenses thereto expressly granted in these Terms of Use.

12. LINKS TO THIRD-PARTY SITES. Portions of the Website may provide hyperlinks, framing or other click-thru access to websites owned and operated by parties other than CBHT ("Third-Party Sites"). CBHT may provide such links to Third-Party Sites solely as a convenience to User, and accepts no responsibility for, and expressly disclaims any warranties or liability relating to, the accuracy, relevancy, copyright compliance, legality, or decency of materials displayed on, or contained in, any Third Party Site. User's access and use of any Third Party Site is at User's sole risk and will be governed solely by the terms and conditions, notices, policies and guidelines posted on such Third-Party Site. CBHT encourages User to review the terms and conditions and any privacy statements posted on a Third Party Site, or to contact the operator of a Third Party Site, prior to using, or providing any personal or financial information on such Third-Party Site.

13. DISCLAIMER OF WARRANTIES. USER'S ACCESS AND USE OF THE WEBSITE AND THE WEBSITE FEATURES IS AT USER'S SOLE RISK. CBHT MAKES NO REPRESENTATIONS OR WARRANTIES TO USER WITH RESPECT TO THE WEBSITE AND THE WEBSITE FEATURES. THE WEBSITE AND THE WEBSITE FEATURES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." CBHT AND ALL CBHT PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES RELATING TO THE WEBSITE AND THE WEBSITE FEATURES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCUARCY AND EFFORT IS WITH USER.

WITHOUT LIMITING THE FOREGOING EXCLUSIONS, CBHT DOES NOT REPRESENT OR WARRANT THAT: (A) THE WEBSITE AND THE SOFTWARE (AND/OR ANY SOFTWARE, SERVER, COMPUTER, HARDWARE, OR NETWORK RELATING TO THE OPERATION, OR HOSTING OF, THE WEBSITE AND THE SOFTWARE) (i) CAN BE ACCESSED BY USER WITHOUT INTERRUPTION; (ii) WILL BE FREE OF VIRUSES, ERRORS, OR HARMFUL COMPONENTS; (iii) WILL BE DELIVERED TIMELY OR SECURELY; OR (iv) IS RELIABLE; (B) ANY CBHT CONTENT IS ACCURATE, COMPLETE, OR RELIABLE OR CAN BE SAFELY DOWNLOADED TO USER'S COMPUTER HARDWARE, SYSTEMS, OR NETWORKS; OR (C) THAT THE WEBSITE AND

WEBSITE FEATURES ARE DESIGNED TO MEET ALL OR ANY OF USER'S REQUIREMENTS.

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL CBHT OR ANY CBHT PARTY BE LIABLE TO USER FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND WHATSOEVER ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, (A) USER'S ACCESS OR USE OF THE WEBSITE OR THE WEBSITE FEATURES; (B) THESE TERMS OF USE; (C) THE DENIAL OR INTERRUPTION OF ACCESS TO THE WEBSITE OR THE WEBSITE FEATURES, OR USER'S INABILITY TO ACCESS OR USE THE SOFTWARE OR ANY OF THE WEBSITE FEATURES; (D) ANY ACT OR OMISSION OF ANY THIRD PARTY USING THE WEBSITE OR THE WEBSITE FEATURES; (E) THE TERMINATION OF USER'S RIGHT TO ACCESS THE WEBSITE, AND/OR THE WEBSITE FEATURES; OR (F) ANY OTHER MATTER, CIRCUMSTANCE, ACT, OR OMISSION, RELATING TO THE WEBSITE OR THE WEBSITE FEATURES. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER LEGAL THEORY, WHETHER AT LAW OR IN EQUITY AND EVEN IF CBHT OR CBHT PARTIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. THE TOTAL, CUMULATIVE, LIABILITY OF THE CBHT PARTIES FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. $100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE CBHT PARTIES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE WEBSITE OR CONTENT ARE EXCLUDED EVEN IF THE CBHT OR CBHT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK.

IF USER DOES NOT AGREE WITH THESE TERMS OF USE OR IF USER SEEKS TO ASSERT ANY CLAIM AGAINST CBHT OR ANY CBHT PARTY ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE, OR USER'S ACCESS AND/OR USE OF THE WEBSITE OR THE WEBSITE FEATURES, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND THE WEBSITE FEATURES.

15. INDEMNIFICATION. User agrees to, and shall, indemnify, defend, and hold CBHT and all CBHT Parties from and against any and all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the costs of enforcing this indemnity) suffered or incurred by CBHT or any CBHT Party which arise out of, relate to, or are directly or indirectly caused by (a) any breach by User of these Terms of Use, including without limitation, committing any act in violation of any of the provisions of Section 10 above; (b) a breach of any of User's representations and warranties set forth in these Terms of Use; (c) any User Submission, uploaded, posted, e-mailed, transmitted, distributed, submitted, or otherwise made available by User via the Website or utilizing the Software or the Services; (d) any intentional or unintentional violation by User of any applicable Law; (e) any violation by User of any Third Party Rights; (f) your use or misuse of any Website Features.

16. TERMINATION. CBHT shall have the right, in its sole discretion and with no liability to User, to terminate User's access to the Website (or portions thereof) and the Website Features without prior notice to User. CBHT may exercise such termination rights (a) in the event of a violation or breach by User of any of the provisions of these Terms of Use; (b) as required by applicable Law, or at the request of law enforcement or government agencies; (c) in the event of unexpected technical or security issues or problems; (d) in the event of any allegation, claim or demand that User has committed any act in violation of any Third Party Rights; (e) in the event of any act by User in contravention of any applicable Law; and (f) upon the expiration of the User's Subscription or as part of the associated research trial. Termination of User's right to access and use the Website and the Website Features may result in (i) the removal and deletion of User's User Account, Registration Information and User Information; (ii) the removal and deletion of all User Submissions; and (iii) the restriction of User's ability to access any User Submissions.

17. TRADEMARKS AND PROPRIETARY NOTICES. All product names, trademarks, service marks, brands, design marks, slogans, logos, designs, trade dress and trade names posted or appearing on the Website, including but not limited to:

CARRII Native™

and whether or not appearing in large print or with the trademark symbol, are trademarks of CBHT, unless otherwise noted (the "Trademarks"). User agrees not to display, use, remove, alter, modify or tarnish any Trademarks. Nothing in these Terms of Use shall grant User any right or license in or to any Trademarks. In addition to the Trademarks, product names, trademarks, service marks, brands, design marks, slogans, logos, designs, trade dress and trade names owned or licensed by third parties may be displayed on the Website ("Third Party Trademarks"). User agrees not to display, use, remove, alter, modify or tarnish any Third Party Trademarks.

CBHT may affix or display proprietary notices on the Website or within the Website Features, including copyright notices designated by CBHT. User shall not remove, alter,

obfuscate, or modify any such proprietary notices (including any copyright notices) from the Website or the Website Features.

18. GENERAL PROVISIONS.

Consent to Receive Electronic Communications. User consents to receive Communications electronically from CBHT via the e-mail address designated by User in User's Account Information or by the posting by CBHT of Communications on a section of the Website accessible by User. "Communications" are any notices, records, agreements or other guidelines, policies, or information relating to the Website or the Website Features, including any of the foregoing that CBHT may be required to provide to User any applicable Law.

SMS Messaging. User consents to receive text messages containing educational content. User may cancel SMS service at any time by texting "**STOP**" to the number sending the messages. User may resume SMS service by texting "**START**" to the blocked service. Message and data rates may apply for any messages sent to user from us and to us from user. User may receive up to 3 messages per day.

Assignment. User's User Account is not assignable or transferable, and User shall not assign or transfer any of its rights arising under these Terms of Use to any other person or entity. CBHT may assign any or all of its rights under these Terms of Use to any party in its sole and absolute discretion, and User will continue to be bound by these Terms of Use following any assignment thereof by CBHT.

Entire Agreement. These Terms of Use constitute the entire agreement between User and CBHT governing User's access and use of the Website and the Website Features and supersede any and all prior written or oral agreements, understandings or courses of dealing between CBHT and User.

Governing Law and Venue. These Terms of Use will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of laws principles of any jurisdiction. Any and all disputes, claims, actions, suits and causes of actions arising out of, or relating to, these Terms of Use, or User's access or use of the Website, the Software or any of the Services shall be commenced and maintained solely in a federal or state court of competent jurisdiction situated in Albemarle County or the City of Charlottesville, Virginia. User hereby irrevocably consents to the exclusive jurisdiction and venue of such courts.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this Website, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

Waiver. No waiver by CBHT of any of the provisions of these Terms of Use, or the failure by CBHT to enforce any provision of these Terms of Use, shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision hereof

by User.

Severability. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way and shall remain in full force and effect.

19. MODIFICATIONS TO THESE TERMS OF USE.
CBHT RESERVES THE RIGHT TO MODIFY AND CHANGE THESE TERMS OF USE FROM TIME TO TIME WITHOUT NOTICE TO USER. USER IS RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS OF USE AND CBHT RECOMMENDS THAT USER REVIEW THESE TERMS OF USE AND PRIVACY POLICY PRIOR TO ANY ACCESS OR USE OF THE WEBSITE, THE SOFTWARE OR ANY SERVICES. USER'S CONTINUED USE OF THE WEBSITE, THE SOFTWARE OR ANY SERVICES AFTER THE EFFECTIVE DATE OF ANY CHANGES OR MODIFICATIONS TO THE TERMS OF USE OR THE PRIVACY POLICY CONSTITUTES USER'S ACCEPTANCE OF, AND AGREEMENT, TO SUCH MODIFICATIONS AND CHANGES.

20. CONTACTING CBHT. Any communication, notices or information from User concerning these Terms of Use, the Website, or the Website Features should be in writing and sent to CBHT as follows:

By mail: Website Compliance Officer
UVA CBHT
560 Ray C Hunt Drive
Charlottesville, VA 22903