Dani Plan Safe ID – Terms of Use and Agreement

Last updated: November 4, 2026

The Dani Plan Safe ID is a feature of the Dani Plan designed to allow an individual to make selected information available to others in the event of an emergency or when assistance is needed.

By activating or using the Safe ID feature, you acknowledge and agree to the following terms:

1. User-Selected Information

You are solely responsible for deciding what information you enter into your Safe ID. You understand that the information contained in the Safe ID is provided by you, or by someone authorized by you, and that Dani Plan does not determine what information should be included.

You are responsible for ensuring that the information you provide is accurate, appropriate, and up to date.

2. Public Accessibility of Safe ID Information

You understand and acknowledge that information you choose to make available through Safe ID **is intended to be accessible to members of the public** who obtain access to your Safe ID, including by scanning its QR code or accessing its associated link. Depending on the information you choose to include, this may involve personal, medical, or other sensitive information.

By using Safe ID, you voluntarily authorize Dani Plan to make the information you select available for this purpose.

You acknowledge that individuals accessing your Safe ID may view, copy, photograph, save, share, or otherwise disclose the information without your knowledge or permission. Once information has been accessed or copied by another person, Dani Plan may not be able to control its subsequent use or disclosure.

You should not include Social Security numbers, passwords, financial account information, security codes, or other information that could create an unreasonable risk of identity theft, fraud, or harm if publicly disclosed.

You are responsible for determining what information is appropriate to share through Safe ID and should carefully consider the potential privacy implications before publishing sensitive personal or medical information.

3. Accuracy and Updating of Information

Dani Plan does not independently verify the information entered into a Safe ID. Dani Plan is not responsible for errors, omissions, inaccurate information, or information that becomes outdated.

You are responsible for reviewing and updating your Safe ID information as appropriate.

4. Technology and Availability

You understand that the Safe ID depends upon technology, including internet connectivity, servers, software, mobile devices, QR codes, telecommunications networks, and other systems that may be outside of Dani Plan's control.

Although Dani Plan will make reasonable efforts to maintain the availability and functionality of the Safe ID, **Dani Plan does not guarantee that the Safe ID will always be available, accessible, uninterrupted, error-free, or functional.**

The Safe ID may become temporarily or permanently unavailable due to circumstances including, but not limited to, internet or cellular service interruptions, server or software failures, maintenance, technical problems, third-party service interruptions, device problems, QR code damage, or other circumstances beyond Dani Plan's reasonable control.

You acknowledge that **Dani Plan is not responsible or liable for any loss, harm, injury, delay, failure to receive assistance, or other consequence resulting from the Safe ID being unavailable, inaccessible, inaccurate, improperly used, or otherwise not functioning as intended.**

5. Apple AirTag and Other Third-Party Devices

If you choose to use an **Apple AirTag or any other third-party tracking, location, Bluetooth, GPS, or similar device** in connection with your Safe ID, you acknowledge that such device and its associated services are provided and controlled by third parties and are not owned, operated, or controlled by Dani Plan.

Your use of an Apple AirTag or other third-party device is entirely voluntary and at your own risk. Dani Plan does not guarantee that any such device will function properly, maintain an accurate location, remain connected, have sufficient battery power, be detectable, or provide accurate or current information.

Dani Plan is **not responsible or liable for the failure, malfunction, loss, damage, inaccuracy, interruption, or unavailability of an Apple AirTag or any other third-party device or service**, or for any loss, harm, injury, delay, or other consequence resulting from your use of such device or service.

You are solely responsible for purchasing, activating, maintaining, charging or replacing batteries, updating, securing, and properly using any Apple AirTag or other third-party device you choose to use.

6. Safe ID Is Not a Substitute for Emergency Services

The Safe ID is intended to provide helpful information and is **not an emergency response service or substitute for contacting 911, emergency medical services, law enforcement, or other appropriate emergency personnel.**

You understand that emergency personnel and other individuals may not access, review, or rely upon the Safe ID.

7. No Guarantee of Assistance

Dani Plan does not guarantee that a person who accesses a Safe ID will read the information, understand it, follow it, or provide assistance.

Dani Plan is not responsible for the actions or omissions of any person who accesses or uses the information contained in a Safe ID.

8. Third-Party Services

The Safe ID may interact with or be accessed through third-party technology, devices, operating systems, internet services, mobile networks, QR code readers, or other services that Dani Plan does not control.

Dani Plan is not responsible for the availability, performance, security, accuracy, or reliability of third-party services or technology.

9. User Responsibility

You agree to use the Safe ID feature responsibly and in accordance with these Terms. You acknowledge that the effectiveness of the Safe ID depends in part upon the information you choose to provide, keeping that information current, and the ability of another person to access the Safe ID.

10. Privacy and Data Protection

Dani Plan may collect, use, store, disclose, and otherwise process information associated with the Safe ID as described in its applicable privacy policy and as permitted or required by applicable law. Because the Safe ID is designed to make user-selected information available to persons who access it, information you place in the Safe ID is not confidential and may be viewed, copied, used, or further disclosed by third parties outside Dani Plan’s control.

You represent and warrant that you have all rights, permissions, and consents necessary to provide and authorize Dani Plan to process and make available any information you place in Safe ID, including information concerning another individual. If you create or manage a Safe ID on behalf of another person, you represent that you have the legal authority or other appropriate authorization to act on that person's behalf and disclose the information you select. You agree not to use Safe ID in violation of applicable privacy, data protection, health information, or other laws.

Dani Plan will maintain reasonable and appropriate administrative, technical, and organizational safeguards for the systems, accounts, and information under its control, consistent with applicable law and its security and privacy obligations.

Information intentionally made publicly accessible through Safe ID may be viewed, copied, or further disclosed by persons outside Dani Plan's control. Although Dani Plan maintains safeguards for its systems and services, these safeguards cannot prevent authorized recipients or other persons who obtain publicly accessible information from copying, retaining, or redistributing that information.

11. User Covenants and Prohibited Uses

You agree not to misuse the Safe ID; interfere with or disrupt its operation or security; attempt to gain unauthorized access to the Safe ID, related systems, or another person's information; introduce malicious code; impersonate another person; violate any law or third-party right; or use the Safe ID for any fraudulent, deceptive, threatening, harassing, or unlawful purpose. Dani Plan may suspend, restrict, or terminate access to the Safe ID if it reasonably believes these Terms have been violated or action is necessary to protect Dani Plan, users, third parties, or the Safe ID.

12. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SAFE ID AND ALL RELATED CONTENT, INFORMATION, TECHNOLOGY, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. DANI PLAN DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DANI PLAN DOES NOT WARRANT THAT THE SAFE ID WILL MEET YOUR REQUIREMENTS, PRODUCE ANY PARTICULAR RESULT, OR BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE.

Safe ID is intended to make user-selected information available to others and does not provide medical advice, diagnosis, treatment, or emergency response services. Dani Plan is not a healthcare provider, and Safe ID is not intended to function as a substitute for professional medical care, emergency services, or an individual's official medical records.

The collection, use, storage, and disclosure of information through Safe ID remain subject to applicable privacy, security, and health information laws to the extent such laws apply.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, DANI PLAN AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SERVICE PROVIDERS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR USE; PERSONAL INJURY; FAILURE TO RECEIVE OR PROVIDE ASSISTANCE; OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SAFE ID OR THESE TERMS, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF DANI PLAN AND THE FOREGOING PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SAFE ID OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID DANI PLAN FOR THE SAFE ID DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) ONE HUNDRED U.S. DOLLARS (US $100). THESE LIMITATIONS APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, BUT DO NOT EXCLUDE LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED.

14. Indemnification; Assumption of Risk; Waiver and Covenant Not to Sue

You will defend, indemnify, and hold harmless Dani Plan and its affiliates, officers, directors, employees, agents, licensors, service providers, and contractors from and against third-party

claims, proceedings, liabilities, damages, judgments, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to (a) information you provide or make available through the Safe ID; (b) your misuse of the Safe ID; (c) your breach of these Terms; or (d) your violation of applicable law or another person's rights. Dani Plan may control the defense of any matter subject to indemnification, and you will reasonably cooperate in that defense. You may not settle any indemnified claim without Dani Plan's prior written consent.

You knowingly and voluntarily assume the risks inherent in making Safe ID information publicly accessible and in relying on the Safe ID or any connected third-party device or service. To the fullest extent permitted by law, you waive and release claims against Dani Plan and the other protected parties arising from those inherent risks and covenant not to sue them on the basis of such claims. This waiver and covenant do not apply to claims based on a protected party's gross negligence, willful misconduct, or other liability that cannot lawfully be waived.

15. Intellectual Property and Limited License

The Safe ID, including its software, technology, design, interfaces, text, graphics, logos, and other content provided by Dani Plan, is owned by or licensed to Dani Plan and is protected by intellectual property and other laws. Dani Plan and its licensors reserve all rights not expressly granted in these Terms. Subject to your compliance with these Terms, Dani Plan grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Safe ID solely for its intended, non-commercial purpose. You may not copy, modify, distribute, sell, lease, reverse engineer, decompile, attempt to derive source code from, or otherwise exploit the Safe ID except to the extent such restriction is prohibited by law. You may not remove or obscure proprietary notices or use Dani Plan's names, marks, or logos without prior written permission.

You retain any rights you have in information you submit to the Safe ID. You grant Dani Plan a non-exclusive, worldwide, royalty-free license to host, store, reproduce, process, display, transmit, and otherwise use that information solely as necessary to operate, maintain, secure, improve, and provide the Safe ID and related services, to make your selected information available as directed by you, and to comply with applicable law. Dani Plan may also use aggregated or de-identified information derived from the Safe ID for analytics, product development, and service improvement purposes. This license continues for so long as reasonably necessary for those purposes, including after termination of your account to the extent needed for Dani Plan to comply with legal obligations, enforce these Terms, or complete reasonable backup and record-retention practices.

16. Account Credentials and Account Security

If use of the Safe ID requires an account or credentials, you must provide accurate account information, maintain the confidentiality of your username, password, access codes, and other credentials, and use reasonable measures to secure your account and devices. You are responsible for activity conducted through your account. You may not share credentials with an unauthorized person or access another person's account without permission. You must promptly notify Dani Plan through the contact method made available for the Safe ID if you know or suspect that your credentials, account, or Safe ID have been compromised. Dani Plan may require you to change credentials or take other reasonable security measures.

17. Suspension and Termination

You may stop using the Safe ID at any time and may request closure of your Safe ID account through the contact method made available by Dani Plan. Dani Plan may suspend, restrict, deactivate, or terminate your access to some or all of the Safe ID if Dani Plan reasonably believes that you have violated these Terms, your use creates a security, legal, or safety risk, suspension is necessary to protect Dani Plan or another person, or Dani Plan discontinues the Safe ID. When reasonably practicable, Dani Plan will provide notice of a suspension or termination, but may act without prior notice when immediate action is reasonably necessary.

Upon termination, your license to use Safe ID ends immediately, and you must cease all use of the service. Dani Plan may disable access to the associated Safe ID and its publicly accessible information and may delete or retain account information in accordance with its applicable privacy policy, legal obligations, legitimate business needs, and reasonable backup and record-retention practices.

Where Safe ID deactivation or revocation functionality is available, disabling public access will prevent further retrieval of the associated information through Dani Plan's active Safe ID service. However, information previously viewed, copied, downloaded, photographed, or further disclosed by third parties may remain outside Dani Plan's control.

18. Governing Law

Except to the extent applicable law requires otherwise, these Terms and any dispute arising out of or relating to these Terms or the Safe ID are governed by the laws of the State of Michigan, without regard to conflict-of-laws principles.

19. Dispute Resolution

Before beginning a formal proceeding, you and Dani Plan agree to make a good-faith effort to resolve any dispute arising out of or relating to these Terms or the Safe ID informally. A party initiating a dispute must provide written notice describing the dispute and requested relief through the notice methods in Section 23. If the dispute is not resolved within 30 days after receipt of that notice, either party may begin a formal proceeding.

Except for an eligible individual claim in small claims court or a claim seeking injunctive relief to prevent unauthorized use, security violations, or infringement or misappropriation of intellectual property rights, any dispute arising out of or relating to these Terms or the Safe ID will be resolved by final and binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules then in effect. The arbitration may be conducted by telephone, videoconference, written submissions, or at a mutually agreed location. If an in-person location cannot be agreed, it will be in the county where you reside, unless applicable law requires another location. Judgment on the award may be entered in any court of competent jurisdiction.

YOU AND DANI PLAN AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Unless both parties agree otherwise, the arbitrator may not consolidate claims or preside over any form of representative proceeding. If this class-action waiver is found unenforceable as to a particular claim or request for relief, that claim or request will be decided by a court of competent jurisdiction and the remainder will be arbitrated.

Nothing in this Section prevents either party from reporting a matter to a government agency or seeking relief that applicable law does not permit to be waived.

You may opt out of this agreement to arbitrate by sending Dani Plan written notice under Section 23 within 30 days after you first accept these Terms. The notice must state your name, identify your Safe ID account if applicable, and clearly state that you opt out of arbitration. If you timely opt out, neither party will be bound by the arbitration provisions in this Section. For any dispute not subject to arbitration or small claims court, and except where applicable law requires otherwise, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Oakland County, Michigan. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SAFE ID.

20. Amendments to These Terms

Dani Plan may amend these Terms from time to time. Dani Plan will provide at least 30 days' prior notice of material changes by email, through the Safe ID, by posting revised Terms, or by another reasonable method. The revised Terms will state their effective date. Unless applicable law requires otherwise, material changes will apply prospectively after the stated effective date. By continuing to use the Safe ID after revised Terms become effective, you accept the revised Terms. If you do not agree to a revision, you must stop using the Safe ID and may close your account as described in Section 17.

21. Assignment

You may not assign, delegate, or transfer these Terms or any rights or obligations under them without Dani Plan's prior written consent, and any attempted assignment in violation of this Section is void. Dani Plan may assign or transfer these Terms, in whole or in part, in connection with a merger, acquisition, reorganization, sale of assets, operation of law, or transfer to an affiliate or successor, without your consent or further notice. These Terms bind and benefit the parties and their respective permitted successors and assigns.

22. Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by law and modified only to the minimum extent necessary to make it enforceable. If modification is not permitted, the provision will be severed. The remaining provisions will remain in full force and effect, except as expressly provided in Section 19 regarding the class-action waiver.

23. Notices

Dani Plan may provide notices under these Terms by email to the address associated with your account, through the Safe ID, by posting within the Dani Plan service, or by another reasonable electronic method. Electronic notices are effective when sent or posted, unless applicable law requires otherwise. You are responsible for keeping your contact information current. You may provide legal notices to Dani Plan through the contact method or mailing address identified in the Safe ID or otherwise designated by Dani Plan for legal notices. A notice from you is effective when received. This Section does not govern service of process.

24. Survival

Any provision that by its nature should survive suspension or termination will survive, including provisions concerning intellectual property and licenses, user representations and responsibilities, disclaimers, limitation of liability, indemnification, assumption of risk, waiver and covenant not to sue, effects of termination, governing law, dispute resolution, assignment, severability, notices, and this Section 24.

25. Acceptance of Terms

By activating, purchasing, creating, or using a Dani Plan Safe ID, you acknowledge that you have read, understood, and agreed to these Terms of Use.

You specifically acknowledge that:

- Information you choose to publish through Safe ID may be accessible to anyone who scans the QR code or obtains the associated link.
- Publicly accessible information may be viewed, copied, retained, or redistributed by others without your knowledge or permission.
- You are responsible for deciding what information to include and understanding the potential risks of disclosing sensitive personal or medical information.
- You have the necessary authority or permission to disclose information about another person.
- Dani Plan does not guarantee that Safe ID will always function or be available.
- Safe ID is not a substitute for emergency services or professional medical care.
- Any Apple AirTag or other third-party device used with Safe ID is used voluntarily and at your own risk.

If you do not agree to these Terms, you should not activate or use the Safe ID feature.