

## Terms of Service

This notice applies to all users of the Looking for ElderCare™ “Senior Housing Locator” or other similarly named service or information found through Looking for ElderCare.com™ or any other affiliate or partner website of Looking for ElderCare™.

Please read this carefully. This Agreement (the “Agreement”) governs your (herein “you” and “your”) use of the services and the relationship between you and Looking for ElderCare™ and its employees, officers, directors, contractors and shareholders.

To use Looking for ElderCare™ to locate a Senior Housing Provider (“SHP”) for yourself or a third party (the “Principal”) as their agent or Advocate (the “Agent”), you promise that you are duly authorized to use Looking for ElderCare™ for yourself or the Principal, and you promise that you are duly authorized to release your, or the Principal’s name, personal health information and contact information.

While Looking for ElderCare™ attempts to make sure all data and information has been secured from reliable sources, Looking for ElderCare™ makes no representations or warranties, expressed or implied, as to the accuracy of the information. You understand and agree that Looking for ElderCare™ is not engaged in rendering medical, healthcare, or professional services and is not making any referrals, recommendations or endorsements of the SHP that are listed on the Looking for ElderCare™ website. Content found through this service is for information and convenience to the public, and does not constitute endorsement or recommendation by Looking for ElderCare™ or any other affiliated site or service.

You also understand that the information presented by Looking for ElderCare™ is not a diagnosis, treatment plan, or recommendation for a particular course of action regarding diseases, appropriate senior housing, and is not intended to provide medical or healthcare advice. You also understand that the information you will receive from Looking for ElderCare™ or its affiliates is not intended to be and should not be viewed as a substitute for consultation with a doctor or other healthcare provider. All medical information should be reviewed by your healthcare provider before making any decision or taking any action. It remains your sole responsibility to evaluate the accuracy, completeness, and usefulness of all information you provide, for yourself or your Principal, within the Looking for ElderCare™ service.

Within Looking for ElderCare™, you will be provided with a password and user identification to use the site. You must agree to abide by these Site Terms and are responsible for all activity under such user identification. You are responsible for maintaining the confidentiality and security of any password connected with your account.

Looking for ElderCare™ grants you a limited, non-exclusive, royalty-free license to use the Looking for ElderCare™ service to help you learn more about the SHP that are displayed within Looking for ElderCare™ and its affiliates. You are not granted any right to use any photographs/images, audio/video content, trademarks, services marks, logos or the trade dress of Looking for ElderCare™ for any purpose whatsoever ex-

cept as authorized in writing by Looking for ElderCare™. All other rights are reserved. You understand and agree that it would be a willful and intentional infringement of intellectual property rights to use the Looking for ElderCare™ property in any manner not expressly authorized in advance and in writing by Looking for ElderCare™.

Looking for ElderCare™ may contain links to other Websites which are not under the control of Looking for ElderCare™ or its affiliates, in addition Looking for ElderCare™ and its affiliates are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The inclusion of any link does not imply endorsement or recommendation by Looking for ElderCare™. It is up to you to take precautions to ensure that whatever you select for your use is free of viruses, worms, Trojan horses, and other items of a destructive nature.

Looking for ElderCare™, its affiliates and any referring agencies or companies are not responsible in any way for the performance of the services offered by Looking for ELderCare™ and its affiliates, including but not limited to any failure of the Looking for ElderCare™ service to perform correctly. You understand and agree that Looking for ElderCare™ and its affiliates make no representations or warranties that the performance of the services offered by Looking for ElderCare™ and its affiliates will be error free or as to the results to be obtained from the use of Looking for ElderCare™.

If you use a "Public Area", such a Looking for ElderCare™ Forum, message board, or other community area that allows user posts, additional terms and conditions apply to you.

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding Looking for ElderCare™, the Sites, and/or the Services, provided by you in any manner including but not limited to e-mail, other written, or oral submissions to Looking for ElderCare™, or postings on the Sites ("Submissions"), are non-confidential. We are entitled to the unrestricted use, dissemination, distribution, display, reproduction, sublicense, post, and/or publication of the Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you, and we will own the exclusive rights, including all intellectual property rights, to the Submissions.

If you are an author of a Submission, you warrant that you will not post any materials that would (a) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including any threatening, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent messages of any kind; (b) violate or infringe upon the rights of others, including their privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights, without first obtaining permission from the person who owns or holds that right; (c) contain a virus or other material of a destructive nature; and (d) violate any law, statute, ordinance or regulation including but not limited to misrepresentation, fraud, deception, anti-discrimination, and/or false advertising.

Additional terms and conditions may apply to you in your use of the "Public Area", a Looking for ElderCare™ forum, message board, or other community area.

## **Limitation of Liability (IMPORTANT - PLEASE READ CAREFULLY)**

Looking for ElderCare is not liable for any negligence, acts, occurrences that may injure or cause injury to any individual placed in any SHP that is on the Looking for ElderCare network. You agree, at your expense, to indemnify, defend and hold Looking for ElderCare™ harmless from any and all losses, liabilities, or damages (including attorneys' fees and costs) resulting from any and all claims, causes of action, suits, proceedings, or demands arising from your use of the services offered by Looking for ElderCare™ or from or related to decisions or recommendations you make using the information available within the Looking For ElderCare™ services or its affiliates.

YOU ACKNOWLEDGE, FOR YOURSELF AND YOUR PRINCIPAL (IF APPLICABLE) AND AGREE THAT LOOKING FOR ELDERCARE™ IS NOT RESPONSIBLE IN ANY WAY FOR THE PERFORMANCE OF THE SERVICES OFFERED BY LOOKING FOR ELDERCARE™, INCLUDING THE ABILITY OF LOOKING FOR ELDERCARE™ TO LOCATE AN APPROPRIATE SHP OR PERFORM IN ACCORDANCE THE SPECIFICATIONS. THE SERVICES OFFERED BY LOOKING FOR ELDERCARE ARE "AS IS", WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY KIND AND LOOKING FOR ELDERCARE™ EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND QUIET ENJOYMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

YOU AGREE THAT LOOKING FOR ELDERCARE™ WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, ARISING IN ANY WAY FROM YOUR USE OF THE SERVICES OFFERED BY LOOKING FOR ELDERCARE™, EVEN IF LOOKING FOR ELDERCARE™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.

This Agreement and the relationship between you and Looking for ElderCare™ shall be governed by the laws of the State of Arizona without regard for its conflict of law principles. Any controversy or claim between you and Looking for ElderCare™ shall be resolved only by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held and conducted in Phoenix, Arizona, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding the foregoing, either you or Looking for ElderCare™ may seek interim or preliminary relief, but only in the state or federal courts sitting in Phoenix, Arizona, necessary to protect the rights or property of you or Looking for ElderCare™ pending the completion of arbitration. You agree to exclusive venue and jurisdiction in the state of federal courts of Phoenix, Arizona and you waive all defenses related to the appointment and selection of such courts by using any services offered by Looking for ElderCare™ or any of its affiliates.

By using the Looking for ElderCare™, you agree that this Agreement may be amended or modified from time to time without notice and, by continuing to use of Looking for ElderCare™ after the date this Agree-

ment has been amended or modified and posted on the Internet, you agree that you are bound by the then existing Agreement.

If any provision of this Agreement is to be unenforceable for any reason, the remaining provisions hereof will be unaffected and remain in full force and effect and the court or arbitrator shall enforce such provision to the maximum extent allowed by law. This Agreement constitutes the entire agreement, and replace and supersedes all prior agreements and discussion between you and Looking for ElderCare™ concerning the subject matter discussed in this Agreement.

Looking for ElderCare™ and its affiliates, respects your privacy. We are committed to maintaining the privacy of personal information that you provide to us when you are using the services offered by Looking for ElderCare™ or any of its affiliates. To this end, use of Looking for ElderCare™ is dependent upon acceptance of our PRIVACY POLICY.