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When ordering or registering on our site, as appropriate, you may be asked to enter your: name, email address, and/or other personally identifiable information. You may, however, visit our site anonymously.

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(we continually strive to improve our website offerings based on the information and feedback we receive from you)
- *To improve customer service*
(your information helps us to more effectively respond to your customer service requests and support needs)
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- *As required by law*

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Consent to Automatic Telephone Dialing System

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- b. all of Your reviews and ratings of the FAL Listed Providers that You are rating will be accurate, truthful and complete in all respects;

- c. You do not work for, own any interest in, or serve on the board of directors of, any of the FAL Listed Providers for which You submit reviews and ratings;
- d. You do not work for, own any interest in or serve on the board of directors of any competitors of the FAL Listed Providers for which You submit reviews and ratings;
- e. You are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Service Provider is an individual) to any of the FAL Listed Providers for which You submit reviews or ratings;
- f. Your name and review information will be made available to the FAL Listed Providers on which You review; and
- g. FAL may modify, adapt, or reject Your reviews if they do not conform with FAL's publication criteria, which may change from time to time at FAL's sole discretion.

11. Grievance Resolution Process

If You have a dispute with a Service Provider, Vendor and or ProTeam Members and or anyone listed with FAL, You may request FAL's assistance in communicating with that Service Provider about Your desired resolution (the "Grievance Resolution Process" or the "GRP").

You may request to participate in the GRP through our Website or by contacting a member care representative. You then will be requested to complete and return to FAL

certain documentation relating to Your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable timeframe.

If the Service Provider agrees to Your desired resolution or supplies a counteroffer that You find acceptable, the case is considered resolved, Your review regarding the Service Provider will be removed, and You will have the opportunity to submit updated feedback about Your experience. If the Service Provider responds but does not resolve the matter as described above, Your feedback shall remain unchanged as long as the Provider remains with an active listing with FAL.

Your participation in the GRP is at FAL's sole discretion. We reserve the right to reject Your request to participate for any reason. By participating in the GRP, You consent to have Your complaint and a story about the circumstances relating to the GRP published in our monthly magazine and online publications. For complaints involving health care providers, we may ask You to sign a HIPAA (Health Insurance Portability and Accountability Act) waiver to allow the Service Provider to discuss the issue with us.

The GRP is not a legal forum and FAL does not, at any time, become a party to Your dispute with the Service Provider. FAL is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Service Provider, FAL encourages You to consult with an attorney. FAL does not guarantee that Your participation in the GRP will result in a satisfactory outcome or Your desired resolution.

You agree that, by offering the GRP, FAL does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under Sections 14 (Service Providers), 24 (Warranty Disclaimer), and 25 (Limitation of Liability).

You acknowledge and agree that, during the use of the FAL Website, FAL may—in its sole discretion and without notice—change the GRP program, including without limitation, its name, process, and/or function.

12. Content License

Although FAL does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the “Content”), by providing Content for the Website and the Magazine, You automatically grant, and You represent and warrant that You have the right to grant, to FAL an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to

use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing FAL with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website or in the Magazine by any other party.

13. Publication and Distribution of Content

FAL does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that FAL simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by FAL Listed Providers in response to Content (“Service Provider Content”). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that FAL does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks

associated with, the use of any Content and Service Provider Content.

You further acknowledge that FAL has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other FAL member or any Service Provider. However, FAL reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will FAL be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against FAL relating to Content or Service Provider Content, and release FAL from any and all liability for or relating to any Content or Service Provider Content.

14. Service Providers

FAL does not endorse and is not responsible or liable for any Content, Service Provider Content, data, advertising, products, goods or services available or unavailable from, or through, any FAL Listed Providers (which includes, but is not limited to, health care and wellness providers). You agree that should You use or rely on such Content, Service Provider Content, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider (which includes, but is not limited to, health care and wellness providers), FAL is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider (which includes, but is not limited to, health care and wellness providers) exclusively and do not involve FAL. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging FAL Listed Providers (which includes, but is not limited to, health care and wellness providers).

You agree that FAL is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them, waive the

right to bring or assert any claim against FAL relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release FAL from any and all liability for or relating to any interactions or dealings with FAL Listed Providers (which includes, but is not limited to, health care and wellness providers). In addition, You agree that FAL may exclude FAL Listed Providers from displaying in search results on the FAL Website for failing to meet particular FAL standards regarding Service Provider conduct.

FAL may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, FAL DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 24 (WARRANTY DISCLAIMER), OR SECTION 25 (LIMITATION OF LIABILITY).

15. Health Related Providers

The contents of the FAL Website, such as text, graphics, images, information obtained from FAL's, and other material contained on the FAL Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified

health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the FAL Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. FAL does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. FAL is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by FAL, FAL employees, others appearing on the Website at the invitation of FAL, or other visitors to the Website is solely at Your own risk.

The Website may contain health-related materials that are sexually explicit. If You find these materials offensive, You may not want to use our Website.

You should be aware that if You post any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public

domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. FAL is not liable for any such Service Provider Content. Please see Section 13 (Publication and Distribution of Content) above for more information about FAL's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither FAL, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to this Website and it may be used for purposes that are unintended by You or FAL. Any and all content that may be published by you that maybe a violation of the Health Insurance Portability and Accountability Act (HIPPA), FAL and its officers, directors and or related entities will not be responsible for any fines and or penalties imposed by State and or Federal Government.

16. Your Conduct

In connection with Your use of the Service, You represent and warrant that You:

- a. are above the age of eighteen (18);
- b. will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;

- c. will not submit any reviews that may be considered by FAL to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
- d. will submit thorough and thoughtful reviews of the FAL Listed Providers You review (for example, submitting a review describing a service contractor as "He/She is great." without additional commentary is not a thorough and thoughtful review);
- e. will not submit reviews that comment on other users or the reviews of other users;
- f. will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with FAL, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
- g. will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots, or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
- h. will not access, download or copy any information contained on our Website through artificial means

(including but not limited to spiders, hacking devices, computer programs, bots or other such means);

- i. will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- j. will not take any action that would undermine the review and rating process under the Service;
- k. will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
- l. will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- m. will not use the Service in any way that could interfere with the rights of FAL or the rights of other users of the Service;
- n. have sufficient rights in and to all Content that You provide, transmit or otherwise convey to FAL in connection with the Service;
- o. agree not to re-sell or assign Your rights or obligations under this Agreement;
- p. will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;

- q. will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of FAL, which consent may be withheld by FAL in our discretion;
- r. grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;
- s. agree not to create an account or use FAL services if Your account previously has been terminated by FAL or if You previously have been banned from using the services; and
- t. agree not to: (i) register for more than one account or register for an account on behalf of an individual other than Yourself; (ii) impersonate any person or entity, including, but not limited to, FAL personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews and ratings that You provide do not reflect the views of FAL, its officers, managers, owners, employees, agents, designees or other users. In addition, FAL retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms

and conditions of this Agreement. FAL may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, FAL may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

17. Disclosure of Information

As FAL continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of any and all of Your information, including, but not limited to, your listing, category, articles, etc. as one of the transferred assets and to be used for any purpose allowed under this Agreement. This may include change of company name, ownership and or merger and or acquisition.

18. Other parties

You accept that, as a limited liability entity, FindingAssistedLiving.com, LLC has an interest in limiting the personal liability of its employees and officers. You agree that you will not bring any claim, in respect to any losses you suffer in connection with this website, personally against the employees and officers of FindingAssistedLiving.com, LLC.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect FindingAssistedLiving.com, LLC's employees, officers, agents, subsidiaries, and sub-contractors as well as FindingAssistedLiving.com, LLC.

19. Exceptions

Nothing in this website disclaimer notice excludes or limits any warranty implied by law for any death, fraud, personal injury through negligence or anything else which would be unlawful for FindingAssistedLiving.com, LLC to exclude or limit.

20. Unenforceable provisions

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly

as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

21. Policy Modifications

FindingAssistedLiving.com, LLC may revise these Terms and Conditions of Use or Privacy Policy for its website at any time without notice. Any revised version will be deemed applicable when first published on this website

22. Governing Law

Any claim relating to FindingAssistedLiving.com, LLC website shall be governed by the laws of the State of Florida in Volusia County without regard to its conflict of law provisions. In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

23. Class Action Waiver

By using the Site and in return for the services offered by FindingAssistedLiving.com and its related entities, you acknowledge that FindingAssistedLiving.com (FAL) and its related entities can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you (either an Provider or a Consumer or User of this site)

agree not to sue FindingAssistedLiving.com and its related entities as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against FindingAssistedLiving.com and its related entities regarding your use of the Site. Additionally, as a Consumer, your use of the Site is at no charge and you acknowledge that part of the price you are paying to use this Site is your acceptance of these terms of service including this Class Action Waiver. If you do not agree to any part of these terms, do not continue your use of the Site. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff, including in small claims court.

24. Confidentiality

Publisher shall not disclose FindingAssistedLiving.com and its related entities Confidential Information without FAL's prior written consent. "FindingAssistedLiving.com and its related entities Confidential Information" includes without limitation: (a) all FindingAssistedLiving.com and its related entities software, technology, programming, specifications, materials, guidelines and documentation relating to the Program; (b) click-through rates or other performance statistics relating to the Program provided to Publisher by FindingAssistedLiving.com and its related entities; and (c) any other information designated in writing by FindingAssistedLiving.com and its related entities as "Confidential" or an equivalent designation.

25. Indemnification

You shall indemnify, defend and hold harmless FindingAssistedLiving.com and its related entities, its agents, affiliates, licensors and Partners from any third party claim or liability (including without limitation reasonable legal fees) arising out of your ITA use, Creative, site or Your Services, or your breach of these ITA Terms.

*For the purposes of this Agreement, the Asia-Pacific Region is defined as the following countries and territories: American Samoa, Antarctica, Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, Christmas Island, Cocos Islands, Cook Islands, East Timor, Fiji, French Polynesia, French Southern Territories, Guam, Heard Island and McDonald Islands, Hong Kong, Indonesia, Japan, Kiribati, Laos, Macao, Malaysia, Maldives, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, New Zealand, Niue, Norfolk Island, Northern Mariana Islands, Pakistan, Palau, Papua New Guinea, Philippines, Pitcairn, Samoa, Singapore, Solomon Islands, South Georgia and the South Sandwich Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam, Wallis and Futuna.

26. Ownership

a. Reservation of Rights. By signing the Agreement, Customer irrevocably acknowledges that, subject to the Services provided herein, Customer will not be provided with the FindingAssistedLiving.com and its related entities, the FindingAssistedLiving.com and its related entities Site and or Software is not licensed to Customer, and Customer has no ownership interest in the FindingAssistedLiving.com and its related entities or FindingAssistedLiving.com and its related entities materials provided to Customer or utilized by Customer's End Users. FindingAssistedLiving.com and its related entities shall own all right, title, and interest in the FindingAssistedLiving.com and its related entities and FindingAssistedLiving.com and its related entities materials, subject to any limitations associated with intellectual property rights of third parties. FindingAssistedLiving.com and its related entities reserves all rights not specifically granted herein. Customer shall not make any representations to any End User or any third party that the FindingAssistedLiving.com and its related entities, Site and Software belongs to Customer or is in any way owned or shared by Customer.

27. Confidentiality

- a. **Definition.** "Confidential Information" includes all information marked pursuant to this Section and disclosed by either party, before or after the Effective Date, or generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. Confidential Information does not include personal data provided by End Users.
- b. **Confidentiality of Services.** All Confidential Information in tangible form shall be marked as "Confidential" or the like or, if intangible (e.g. orally disclosed), shall be designated as being confidential at the time of disclosure and shall be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed FindingAssistedLiving.com and its related entities Confidential Information with or without such marking or written confirmation: (i) the FindingAssistedLiving.com and its related entities Software, to which Customer will not be given access; (ii) other materials related to the Services furnished to Customer by FindingAssistedLiving.com and its related entities; (iii) the oral and visual information relating to the Services; and (iv) the terms and conditions of this Agreement.

- c. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.
- d. **Ownership of Confidential Information.** Nothing in this Agreement shall be construed to convey any title or ownership rights to the Services, the FindingAssistedLiving.com and its related entities its Site and or Software used internally by FindingAssistedLiving.com and its related entities to

provide the Services, or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the FindingAssistedLiving.com and its related entities Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

- e. **Non-Disclosure.** Each party agrees at all times to keep strictly confidential all Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section. Notwithstanding the foregoing, FindingAssistedLiving.com and its related entities may

honor subpoenas, search warrants, or law enforcement or court-mandated requests to reveal a Customer or job applicant's properly requested information.

f. **Injunctive Relief.** Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

g. **Suggestions/Improvements to Services.**

Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Services or other FindingAssistedLiving.com and its related entities materials provided to Customer shall be owned by FindingAssistedLiving.com and its related entities, and Customer hereby agrees to assign any such rights to FindingAssistedLiving.com and its related entities.

Nothing in this Agreement shall preclude FindingAssistedLiving.com and its related entities from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by FindingAssistedLiving.com and its

related entities in the performance of services hereunder.