

Terms of Use

Please read these terms of use ("Terms") carefully before using this website ("Website"), portals, or any other services we may provide (collectively, our "Online Services"). The Online Services are provided by Volunteer Home Care, Inc. (collectively referred to as "we," "us," or "our"). By accessing and using our Online Services, you hereby agree to these Terms. Please read these terms carefully. You may not use our Online Services if you do not agree to be bound by these Terms.

Changes to Terms

We reserve the right to revise and update these Terms at any time without notifying you. As such, please review the Terms, our Privacy Policy, and any other policies that may be posted on this Website periodically. Your continued Use of our Online Services will be deemed acceptance of any changes to said policies. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms on particular pages at this Website.

Use of Online Services

The information contained in or provided by our Online Services is offered solely for your consideration and is presented in summary form, and is intended as an educational guide to assist consumer understanding of home health and related topics. This information should not be considered complete, is subject to your verification, and should not be used as a substitute for a call, visit, advice, or consultation with your physician or health care provider about health conditions or treatment. It is not to be taken as a warranty or representation by which we or our affiliates assume legal responsibility, nor do we grant permission to use or practice anything contained therein, nor recommends such use or practice. There is no provider-patient relationship arising solely by virtue of your use of the Online Services. Do not ignore professional medical advice or delay seeking professional medical advice because of something you have read on the Online Services. If you have a health-related problem, we recommend

that you visit a qualified health care provider or in the event of an emergency, call 911, contact your local emergency service or seek immediate care at an emergency department.

Ownership of Online Services

Our Online Services, including all content and information related to our Online Services, are the property of us and/or our affiliates. Our Online Services are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. All rights reserved.

The content of our Online Services may be viewed and accessed only for your personal, non-commercial use. The materials and information available via our Online Services may not be modified in any way, and may not be reproduced, distributed or used for any public or commercial purpose unless expressly permitted by us in writing. Any use of the materials or information available via our Online Services for any other purpose is prohibited. Nothing herein shall be construed as conferring any license or right under any copyright, patent, trademark or other proprietary interest of us or other third parties. All of our trademarks, service marks and trade names ("Trademarks") are trademarks or registered trademarks that belong to us or our affiliates, unless stated otherwise. You may not use or display the Trademarks for any purpose without our prior written consent.

Intellectual Property Rights

Except as expressly provided in these Terms, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under any law, rule or regulation, including, without limitation, copyright or other intellectual property rights. You agree that the Website and Online Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Links to Other Websites

Links to third party websites by our Online Services may be provided solely as a convenience to you. If you use these third party links, you will leave our Online Services. We are not responsible for and we do not control third party websites, nor have we reviewed any content available on such third-party website. As such, we are not responsible for any charges or fees associated with financial transactions that may occur on or through a third party website. We do not endorse or make any representations about any of the websites for which links are provided, or any information, software or other products or materials made available by such third party websites. If you decide to access any of the third party websites linked to by our Online Services, you do so entirely at your own risk. The storage or reproduction of our Online Services in any external internet site or the creation of links between our Online Services and any other internet website, is prohibited.

Privacy

Your use of the Website and Online Services is subject to our Privacy Policy available on the home page

Legal Disclaimer

YOU AGREE TO ASSUME THE RISK OF ACCESSING AND USING OUR ONLINE SERVICES. OUR ONLINE SERVICES AND ALL FEATURES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. THE INFORMATION PROVIDED VIA THE ONLINE SERVICES IS FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE ADVICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE CONTENT OR INFORMATION PROVIDED OR MADE AVAILABLE VIA OUR ONLINE SERVICES IS ACCURATE, ADEQUATE, USEFUL, RELIABLE, COMPLETE OR CURRENT, THAT OUR ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY DEFECTS IN OUR ONLINE SERVICES WILL BE CORRECTED, OR THAT OUR ONLINE SERVICES OR THE SERVER THAT MAKES OUR ONLINE SERVICES AVAILABLE ARE FREE OF VIRUSES, MALWARE, OR OTHER

HARMFUL COMPONENTS. WE RESERVE THE RIGHT TO SUSPEND OR WITHDRAW OUR ONLINE SERVICES AND ANY CONTENT THEREIN AT ANY TIME WITHOUT NOTICE WITHOUT INCURRING ANY LIABILITY.

Limitation of Liability

WE DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM OUR ONLINE SERVICES AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) THIRD PARTY COMMUNICATIONS, (C) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (D) THE UNAVAILABILITY OF THE WEBSITE OR ANY PORTION THEREOF, (E) YOUR USE OF THIS WEBSITE, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEBSITE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH OUR ONLINE SERVICES IS TO CEASE USE OF OUR ONLINE SERVICES.

IN NO EVENT WILL ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING OUR ONLINE SERVICES, OR ANY OTHER THIRD PARTIES MENTIONED VIA OUR ONLINE SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR ONLINE SERVICES, ANY WEBSITES LINKED TO OUR ONLINE SERVICES, OR THE MATERIALS OR INFORMATION CONTAINED ON OUR WEBSITES, INCLUDING DAMAGES CAUSED BY VIRUSES, MALWARE, HARMFUL COMPONENTS, OR ANY INCORRECTNESS OR INCOMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE VIA OUR ONLINE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL OUR LIABILITY TO YOU ARISING OUT OF YOUR USE OF OUR ONLINE SERVICES EXCEED ONE

HUNDRED DOLLARS (\$100). YOU AGREE TO WAIVE ANY AND ALL LAWS THAT MAY LIMIT THE EFFICACY OF ANY RELEASES CONTAINED IN THESE TERMS.

Third-Party User Submissions

Any information, including but not limited to remarks, suggestions, ideas, photographs, or other submissions, communicated to us through our Online Services is the exclusive property of us and/or our affiliates. We are entitled to use any information submitted for any purpose, without restriction (except as stated in our Privacy Policy) or compensation to the person sending the submission. The user acknowledges the originality of any submission and accepts responsibility for its accuracy, appropriateness, and legality.

You are prohibited from using our Online Services to post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, illegal, or any material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or which may otherwise give rise to civil liability or violate any law. You are also prohibited from using our Online Services to advertise or perform any commercial solicitation. We will have no obligations with respect to such communications. We reserve the right to remove any and all user submissions it deems in violation of these Terms.

Indemnification

You agree to defend, indemnify, and hold us, our affiliates, and our respective officers, directors, employees, contractors, and agents harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from your use of our Online Services, violation of these Terms, or violation of any third party rights.

Digital Millennium Copyright Act: Notification of Alleged Copyright Infringement

If you believe that your copyrighted work has been copied and is accessible through our Online Services in a way that constitutes copyright infringement, please notify our designated copyright agent. Your notice must include all of the information required by the Online Copyright

Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"). The information that you must provide in your notice under DMCA includes: (i) identification of the copyrighted work that you alleged has been infringed; (ii) identification with specificity (including specific URL location) of the material on our Online Services that you believe infringes the copyright; (iii) a statement that you believe in good faith that the use is not authorized by the copyright owner, its agent or the law; (iv) a statement that the information you have provided is accurate and, that you are the owner of the copyright involved or are otherwise authorized to act on behalf of the owner; (v) your physical or electronic signature or the signature of a person authorized to act on behalf of the owner, signed under penalty of perjury; and your contact information. Under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Any claims of copyright infringement concerning our Online Services should be sent to copyrightnotice@volunteerhomecare.com.

Miscellaneous

Except as expressly provided in a particular "legal notice" on our Online Services, these Terms constitute the entire agreement between us and you, respectively, with respect to the use of our Online Services and content contained therein. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Your use of our Online Services constitutes your consent and submission to the personal jurisdiction in the State of Tennessee and venue of Madison County for any state or federal action arising out of the use of our Online Services, these Terms, or our Privacy Policy. You agree that any claim or cause of action arising out of or related to our Online Services, the Terms or the Privacy Policy must be filed within one (1) year after such claim or cause of action arose or such claim or cause is forever barred. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

Updated April 10, 2019