

## **Senior Housing Solutions Seniors Resource Directory**

### **Terms of Use Agreement**

Read this Terms of Use Agreement Before Accessing Website.

Effective Date: This Terms of Use Agreement was last updated on November 1, 2020.

This Terms of Use Agreement sets forth the standards of use of the Senior Housing Solutions online Service for Registered Members. By using [www.seniorhousingsolutions.net](http://www.seniorhousingsolutions.net) website you (the “Member”) agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at [www.seniorhousingsolutions.net](http://www.seniorhousingsolutions.net) website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

#### **1. Description of Service**

Senior Housing Solutions is providing Members with an online directory to market and advertise their business services.

### **Registration and Payment for Senior Housing Solutions Seniors Resource Directory**

Registration Process: By registering for a paid subscription, you warrant that (1) you are 18 or older, (2) all information you provided during the registration process is true and accurate, (3) that you will not permit third parties to access your account information, or to otherwise assign or transfer your rights to the Services, and (4) that you are the cardholder of any credit or debit card you provide to us, or the account holder of any PayPal account you provide to us. You are responsible for maintaining the confidentiality of your registration and login information. You are responsible for all charges incurred during your use of membership and

the related services, including any charges incurred on your account by other parties.

Minimum Subscription Length: All subscriptions to Senior Housing Solutions are for a minimum of twelve months. Accordingly, your subscription period begins on the date on which you make your first payment for your paid subscription and ends twelve months later.

**Automatic Renewal Policy for Private Service, Agencies, & Monthly Option Members:** These membership types are set to automatically renew, and we will automatically renew your subscription for a twelve-month period on the date that your initial subscription expires. We will continue to automatically renew your subscription in twelve-month increments unless you cancel your subscription prior to the end of the applicable twelve-month period with a sixty (60) day written notice. Before we process your automatic renewal, we will e-mail you to inform you that your subscription will be renewed, and you will be given the opportunity at that time to cancel your subscription by a prescribed deadline. If we discontinue or significantly alter Senior Housing Solutions services that you have purchased with automatic renewal, then we (i) will notify you by e-mail, at the e-mail address you provide to us during registration, (ii) may provide you with information about similar or new Services, and (iii) reserve the right to cancel the applicable service. UNLESS YOU NOTIFY US SIXTY (60) DAYS BEFORE THE BEGINNING OF THE NEXT APPLICABLE SUBSCRIPTION PERIOD THAT YOU WISH TO CANCEL THE AUTOMATIC RENEWAL SERVICE, YOU UNDERSTAND THAT YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US TO COLLECT THE APPLICABLE SUBSCRIPTION PAYMENT.

Payments: By registering for a paid subscription to Senior Housing Solutions, you authorize us to make charges to the credit card, debit card or PayPal account you provide during registration in accordance with the fees in place at the time of your subscription, including all applicable

taxes. You also authorize us to charge that card or PayPal account on a periodic basis, pursuant to our automatic renewal policy. If the account number, expiration date or other information of any credit card, debit card or PayPal account associated with your Senior Housing Solutions subscription changes, we recommend that you update it as soon as possible. Please also be aware, we may acquire this current information from our financial services partner and update the Billing Information section of your Senior Housing Solutions account to include such revised payment information.

Billing Information: Senior Housing Solutions annual membership d payments will be made each year or month depending what plan you are on, based on the date of your subscription. To cancel your subscription, call (239) 595-0207 or change your renewal preferences in the Billing Information section of your Senior Housing Solutions account. Cancellations will only be effective at the end of each twelve-month subscription period. This means that you will have continued access to your Senior Housing Solutions subscription for the remainder of the twelve-month subscription period and will not receive a refund. Payments for gift subscriptions to Senior Housing Solutions will be made once in full at the time of purchase. All subscriptions, including gift subscriptions, are non-refundable. Our billing services may be provided by PayPal and payments for Senior Housing Solutions may appear on a user's bill as being charged to, Senior Housing Solutions or to another related vendor we use for this purpose. Refund Policy: You may only cancel your subscription to Senior Housing Solutions in accordance with these Terms. **WE WILL NOT REFUND ANY SUBSCRIPTION FEES.**

## **2. Disclaimer of Warranties.**

The site is provided by National Network of Senior Housing Advisors on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Senior Housing Solutions makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. Senior Housing Solutions shall have

no liability for any interruptions in the use of this Website. Senior Housing Solutions disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore, the above-referenced exclusion is inapplicable.

### **3. Limitation of Liability**

SENIOR HOUSING SOLUTIONS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR SENIOR HOUSING SOLUTIONS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF DEMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS IN APPLICABLE.

### **4. Indemnification**

Member agrees to indemnify and hold Senior Housing Solutions, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

### **5. Members Account**

All Members of the Service shall receive a password and an account. Members are entirely responsible for any and all activities which occur

under their account whether authorized or not authorized. Member agrees to notify Senior Housing Solutions of any unauthorized use of Member's account or any other breach of security known or should be known to the Member. Member's right to use the Service is personal to the Member. Member agrees not to resell or make any commercial use of the Service without the express written consent of Senior Housing Solutions.

#### **6. Modifications and Interruption to Service**

Senior Housing Solutions reserves the right to modify or discontinue the Service with or without notice to the Member. Senior Housing Solutions shall not be liable to Member or any third party should Senior Housing Solutions exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Senior Housing Solutions does not guarantee continuous, uninterrupted, or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### **7. Third-Party Sites**

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

#### **8. Disclaimer Regarding Accuracy of Vendor Information**

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Senior Housing Solutions makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website. Senior Housing Solutions makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

## **9. Governing Jurisdiction of the Courts of Florida**

Our website is operated and provided in the State of Florida. As such, we are subject to the laws of the State of Florida, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of Florida.

## **10. Compliance with Laws.**

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation.

## **11. Copyright and Trademark Information**

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2020 [www.Seniorhousingsolutions.net](http://www.Seniorhousingsolutions.net), will all rights reserved, or is the property of Senior Housing Solutions and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Senior Housing Solutions is strictly prohibited. Members agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Senior Housing Solutions.

Senior Housing Solutions are proprietary marks of [www.seniorhousingsolutions.net](http://www.seniorhousingsolutions.net). Senior Housing Solutions trademark may not be used in connection with any product or service that is not provided by Senior Housing Solutions, in any manner that is likely to

cause confusion among customers, or in any manner that disparages or discredits Senior Housing Solutions. All other trademarks displayed on [www.seniorhousingsolutions.net](http://www.seniorhousingsolutions.net) website are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Senior Housing Solutions.

## **12. Notification of Claimed Copyright Infringement**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, [www.seniorhousingsolutions.net](http://www.seniorhousingsolutions.net) designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

Senior Housing Solutions

28518 Azzili Way

Bonita Springs, FL 34135

By Telephone: 1-239-595-0207

By Email: [Bruce@seniorhousingsolutions.net](mailto:Bruce@seniorhousingsolutions.net)

## **13. Botnets**

Senior Housing Solutions retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Senior Housing Solutions reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

## **14. Other Terms**

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Senior Housing Solutions, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any

other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement [if applicable].

## ***CONFIDENTIALTY & NON-DISCLOSURE/NON-COMPETE AGREEMENT***

This Confidentiality and Non-Disclosure Agreement (the “Agreement”) is made by and between Senior Housing Solutions having its principal place of business at 28518 Azzili Way Bonita Springs, FL 34135.

### 1. Definitions.

a. As used in this Agreement, “Confidential Information” includes, without limitation, information in tangible or intangible form relating to and/or including the Senior Housing Solutions’ pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, vendor lists, member lists, estate manager lists, contracts/agreements, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Senior Housing Solutions. Confidential Information shall also include any information designated with a “confidential,” “proprietary” or similar ledged.

Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Recipient’s breach of any obligation owed Company; (ii) became known to Recipient prior to Company’s disclosure of such information to Recipient’s pursuant to the terms of this Agreement; (iii) became known to Recipient from a source other than Company other than by the breach of an obligation of confidentiality owed to Recipient; (iv) is independently developed by Recipient; or (v) is disclosed pursuant to a judicial or other governmental order, provided that Recipient either (i) gives Senior Housing Solutions reasonable notice prior to such disclosure to allow



Senior Housing Solutions a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

b. An “Affiliate” means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party. Prior to the time that any Confidential Information is shared with an Affiliate who has not signed this Agreement, the Recipient that executed this Agreement below shall have entered into an appropriate written agreement with that Affiliate sufficient to enable Senior Housing Solutions and/or the Recipient to enforce all of the provisions of this Agreement against such Affiliate.

2. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate, or use any Confidential Information belonging to, Senior Housing Solutions whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of Senior Housing Solutions with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information and certifies that such employees have previously signed a copy of this Agreement.

3. Survival. This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 (“Nondisclosure and Nonuse Obligations”) shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to,

Senior Housing Solutions without retaining any copies, all documents and other materials furnished to Recipient by Senior Housing Solutions.

4. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to for Senior Housing Solutions which there will be no adequate remedy at law, and Senior Housing Solutions shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

5. Miscellaneous.

a. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous non-disclosure agreements or communications and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth.

c. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.

d. In the event either party defaults in its obligations under the terms of this Agreement, the defaulting party shall be liable to the other party for any costs incurred by such other party, including, without limitation, all reasonable attorneys' fees and court costs, disbursements and other expenses incurred by such other party arising out of such default or the enforcement of this Agreement.

e. This Agreement may not be amended, revoked, changed, or modified except by prior written agreement executed by all Parties.

f. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is charged. The waiver by either party of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of this Agreement nor shall any waiver authorize the nonobservance of any other occurrence of the same or of any other covenant or condition thereof.

g. The paragraph headings are included solely for convenience and shall in no event affect, or be used in connection with, the interpretation of this Agreement and do not modify the provisions contained in the sections. If there are any disputes regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation will not be construed more in favor of one party than the other; rather, questions of interpretation will be construed equally as to each party.

h. The Parties represent and acknowledge that they have had full opportunity to seek the legal advice of the attorney of their choice, have relied upon the legal advice of their attorney, and that the terms of this Agreement have been completely read and explained to them by their attorney, and that those terms are fully understood and accepted by them.

i. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

j. This Agreement is subject to and to be construed and controlled by the laws of the State of Florida, without regard to conflict-of-law principles. Recipient waives all defenses of lack of personal jurisdiction and Process may be served on either party in the manner authorized by applicable law or court rule.