

# CARDINAL SENIOR LIVING ADVISORS, LLC TERMS OF USE

## EFFECTIVE JANUARY 1, 2020

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("TERMS OF USE") CAREFULLY. YOUR USE OF THIS WEB SITE AS AND/OR THE SERVICES PROVIDED BY A CARDINAL SENIOR LIVING ADVISORS, LLC ("CARDINAL THROUGH MARKETING AND INFORMATION SERVICES ("SERVICES")) IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS OF USE WITHOUT MODIFICATION. BY ACCESSING OR USING OUR SITES OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF USE, DO NOT USE THE SITES AND/OR THE SERVICES.

PLEASE NOTE THAT THESE TERMS OF USE CONTAIN A MANDATORY AND BINDING ARBITRATION, CLASS ACTION WAIVER, AND WAIVER OF RIGHT TO JURY TRIAL CLAUSE, WHICH AFFECTS YOUR RIGHTS REGARDING HOW TO RESOLVE ANY DISPUTE WITH A CARDINAL SENIOR LIVING ADVISORS. PLEASE READ IT CAREFULLY.

The Sites and the Services are provided by Cardinal Senior Living Advisors, LLC.

The Terms of Use apply to your access to, and use of, the Sites and/or the Services, so please read them carefully.

We reserve the right to change or modify any of the Terms of Use, the Sites, and/or the Services at any time. Your use of the Sites and/or the Services following the posting of changes or modifications to the Terms of Use will constitute your acceptance of the revised Terms of Use. Therefore, you should review the Terms of Use and applicable policies from time to time to understand the terms and conditions that apply to your use of the Sites and/or Services. If you do not agree to the amended terms, you must immediately stop using the Sites and/or Services

The Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Cardinal Senior Living Advisors for services, products, or otherwise. Your access to, and use of, the Sites may also be subject to any legal notices or additional terms and conditions applicable to the Sites and/or Services, in addition to these Terms of Use. Where Additional Terms apply to the Services, the Additional Terms will be accessible for you to read through your use of the Services and/or provided separately. These Terms of Use, together with the Additional Terms, form a legally binding agreement between you and Cardinal Senior Living Advisors in relation to your use of the Sites and/or Services. It is important that you take the time to read them carefully. If there is any contradiction between what the Additional Terms say and what these Terms of Use say with respect to the Services, then the Additional Terms shall take precedence in relation to that Service.

To use the Sites and/or Services, you must be of legal age to enter into a binding contract and not be prohibited from using the Sites and/or Services by the laws of the jurisdiction from which you access the Sites and/or Services.

## **OUR SERVICES**

Cardinal Senior Living Advisors are comprised of local experts to assist Seniors and families find senior housing and care. We educate our families and assist to find care based on individual needs and preferences. This may include but are not limited to, independent living, assisted living, residential care homes, memory care communities, and skilled nursing and home care. Based on the Senior or families needs and preferences, Cardinal Senior Living Advisors educates using options with contracted communities and service providers. Information may be forwarded to contracted communities or provider. The service is offered at no charge to families as the contracted Communities may pay a fee to Cardinal Senior Living Advisors.

## **CONTRACTED SENIOR COMMUNITIES AND CARE PROVIDERS**

The Contracted Communities are solely responsible for evaluating, accepting (or declining, as appropriate), and caring for all residents, including, without limitation, ensuring that their staff are appropriately qualified, current on education, and possess the necessary facilities, resources, and equipment to competently provide the services and care required by its residents. Each Participating Community is responsible for the conditions at its community and the training of and acts and omissions of its employees, contractors, vendors, and any other individual who works at or for a community.

Each Participating Community is responsible for the content of the information posted on its page or on the Sites. The information does not represent our views or any individual associated with us, and we do not control this content. We do not vouch for the accuracy or completeness of any of the information posted by and/or for the Participating Community on the Sites, and do not take any responsibility or assume any liability for any actions you may take as a result of reading the information posted by and/or for the Participating Community on the Sites. By using the Sites and/or Services, you assume all associated risks.

### **NO PROFESSIONAL ADVICE**

All information, materials, content and/or advice on the Sites or provided through the Services is for informational purposes only and is not intended to replace or substitute for any professional, financial, medical, legal, or other advice. Cardinal Senior Living Advisors expressly disclaims, and you expressly release Cardinal Senior Living Advisors from, any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Sites and/or Services. You should consult with an appropriately trained and licensed specialist for all concerns that require medical, legal, financial, or other professional advice.

### **NO ENDORSEMENT; NO AFFILIATION; NOT A BROKER**

We exercise no independent judgment as to the quality of, nor do we recommend or endorse, any Contracted Community. We provide only an information service and do not (1) place the consumer in any Participating Community, (2) perform any medical assessment of or for the consumer or the Participating Community, or (3) participate in the consumer's and Participating Community's decision regarding final selection or admittance. Further, we are not a representative of or agent for either the consumer or the Participating Community and do not act on either's behalf. It is the responsibility solely of the Participating Community and the potential resident, and/or the potential resident's family and care provider(s) and/or other involved parties acting on the potential resident's behalf to determine if any person is an appropriate admission to the Participating Community. Cardinal Senior Living Advisors does not broker, sell, or lease space directly and is not a party to any transaction between the provider and the family.

### **PRIVACY AND CONSENT TO COMMUNICATIONS**

Your privacy is important to us, and we provide a Privacy Policy that sets out how we collect and use your personal information collected from the Sites and in connection with your use of our Services. Please review our Privacy Policy to which you should refer to fully understand how we collect and use personal information.

### **RECORDED TELEPHONE COMMUNICATIONS**

Telephone communications between You and Cardinal Senior Living Advisors may be recorded or monitored for quality control purposes. You expressly consent to Cardinal Senior Living Advisors recording and monitoring these telephone communications.

## **HYPERLINKS TO EXTERNAL WEB SITES**

The Site blogs may provide links to external Web sites ("External Web Sites"). We provide these links to External Web Sites for your convenience only. We do not control such External Web Sites; therefore, Cardinal Senior Living Advisors is not responsible for the content of any linked site or any link contained in a linked site. Our inclusion of links to such External Web Sites does not imply any endorsement of any such third party who advertises their goods or services through the Sites (including Participating Communities). We make no claim or representation regarding, and accept no responsibility for, the quality, content, nature, or reliability of External Web Sites.

When you leave the Site, you should be aware that our Terms of Use and our Privacy Policy do not apply to your use of External Web Sites. You should review the applicable terms and policies, including privacy and data gathering practices, of any External Web Sites to which you navigate from the Site. Your use of and dealings with the owners or operators of these External Web Sites are at your own risk, and you agree not to make any claim against Cardinal Senior Living Advisors arising out of your use of these External Web Sites.

## **THIRD PARTY PRODUCTS AND SERVICES**

We may provide information about third party products, links or referrals to third-party (including Contracted Communities) products or services on the Sites ("Third Party Products and Services").

We do not make any guarantees about the accuracy, currency, suitability, or quality of the information about such Third Party Products and Services, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by Third Party Products and Services. Because we do not control such Third Party Products and Services, we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or from any Third Party Products and Services, and you use such Third Party Products and Services at your own risk.

Your business dealings or correspondence with, or participation in promotions of, such Third Party Products and Services, and any terms, conditions, warranties, or representations associated with such dealings or promotions are solely between you and such third party.

You should investigate and use your independent judgment regarding the merits, quality, and reputation of any Third Party Products and Services that you find on or through the Sites.

## **DISCLAIMER**

THE SITES AND THE SITE MATERIALS (INCLUDING ALL THIRD PARTY CONTENT), AND ALL LINKS, INFORMATION, MATERIALS, EVALUATIONS, RECOMMENDATIONS, SERVICES, AND PRODUCTS PROVIDED ON OR THROUGH THE SITES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT USE OF THE SITES AND THE MATERIALS IS AT YOUR SOLE RISK. CARDINAL SENIRO LIVING ADVISORS AND ITS ASSOCIATED PARTIES (DEFINED AS AFFILIATES, SUCCESSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, PERSONAL REPRESENTATIVES, AGENTS, AND EMPLOYEES) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SITES, THE SITE MATERIALS, LINKS, INFORMATION, MATERIALS, SERVICES, AND PRODUCTS AVAILABLE ON OR THROUGH ON THE SITES AND/OR SERVICES. IN ADDITION, CARDINAL SENIOR LIVING ADVISORS IS NOT RESPONSIBLE FOR THE PRODUCTS OR SERVICES PROVIDED BY, OR THE CONDUCT OF, ANY THIRD PARTY OR ITS AGENTS OR EMPLOYEES (EVEN IF WE HAVE INTRODUCED YOU TO SUCH PARTY OR PARTIES), INCLUDING WITHOUT LIMITATION, ANY PARTICIPATING COMMUNITY OR OTHER HEALTH CARE AND/OR ANY OTHER SENIOR HOUSING AND CARE PROVIDER, WHETHER OFFLINE OR ONLINE. NO ORAL OR WRITTEN INFORMATION FROM CARDINAL SENIOR LIVING

ADVISORS OR ANY OTHER PARTY WILL MODIFY THIS DISCLAIMER. CARDINAL SENIOR LIVING ADVISORS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS THAT THE MATERIALS ON THE SITES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE WE ATTEMPT TO PROVIDE YOU ACCESS SAFE FROM VIRUSES, APFM DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SITES OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL APFM BE LIABLE TO USER FOR ANY OF THE PRODUCTS, SERVICES, CONTENT, OR INFORMATION PROVIDED THROUGH THE SITES OR OTHERWISE PROVIDED BY OR ON BEHALF OF CARDINAL SENIOR LIVING ADVISORS.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CARDINAL SENIOR LIVING ADVISORS OR THE ASSOCIATED PARTIES BE LIABLE FOR ANY, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES AND/OR SERVICES, OUR ACTS OR OMISSIONS UNDER OR IN ANY WAY RELATED TO THE SITES AND/OR SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH THE SITES AND/OR SERVICES, REGARDLESS OF THE LEGAL THEORY, INCLUDING WITHOUT LIMITATION TORT, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY US OR ANY ASSOCIATED PARTY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS OF THIS "LIMITATION OF LIABILITY" SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CARDINAL SENIOR LIVING ADVISORS OR THE ASSOCIATED PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE COMPLETE SITE EXCEED THE GREATER OF USD \$50.00 OR ANY COMPENSATION YOU PAY, IF ANY, TO CARDINAL SENIOR LIVING ADVISORS FOR ACCESS TO OR USE OF THE SITE AND/OR SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE CARDINAL SENIOR LIVING ADVISORS OR THE ASSOCIATED PARTIES' LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT.

## **INDEMNIFICATION**

To the fullest extent permitted by applicable law You agree to indemnify and hold Cardinal Senior Living Advisors and the Associated Parties harmless from any claim or demand, including attorneys' fees, arising out of your use of the Sites and/or the Services or your violation of our Terms of Use, or the infringement by you of any intellectual property or other right of any person or entity.

## **TERMINATION**

We may terminate or suspend your access to the Sites at any time, with or without cause, and with or without notice. Upon such termination or suspension, your right to use the Sites will immediately cease.

## **CHANGES TO THE SITES AND/OR SERVICES**

We reserve the right to change, modify, suspend, or cease providing the Sites and/or Services (and therefore, your access to and use of) at any time without notice.

## **GENERAL TERMS**

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use will continue in effect. You may not assign the Terms of Use, or assign, transfer, or sublicense your rights, if any, in the Sites. Except as expressly stated herein, the Terms of Use constitute the entire agreement between you and Cardinal Senior Living Advisors with respect to the Sites.

For further information, you may write or call:

*Cardinal Senior Living Advisors Privacy Officer*

*PO Box 1338*

*Allen, Texas 75002*

*Telephone: 214-533-8212*

*Email: [kkunkle@cardinalseniorlivingadvisors.com](mailto:kkunkle@cardinalseniorlivingadvisors.com)*