

Local Listing Agreement

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This Local Listing Agreement ("Agreement") is a legal agreement between FindingAssistedLiving.com, LLC d/b/a Our Seniors, Inc. Ourseniors.net, Inc. OurSeniors.online, Inc. and OurSeniors.net Magazine, LLC d/b/a OurSeniorsDiscounts.net and/or Axiom Administrative Services, LLC and Axiom Administrative Services, LLC and D/B/A Axiom Internet Marketing ("FAL", "us", or "we"), all Florida Limited Liability Companies, and the Vendor/Service Provider and or ProTeam Member or business by which the individual accepting this Agreement is employed or otherwise engaged (the "Customer" or "you"). FAL and Customer are each referred to herein as a "Party," and collectively as the "Parties." This Agreement, together with any other applicable terms and conditions referenced herein, governs in its entirety the relationship between FAL and the Customer in connection with the Directory Listing (as defined below) for which Customer has purchased a subscription.

In order to use the Website, You must read and accept all of the terms and conditions in, and linked to, this Disclaimer Agreement (this "Agreement"). This Agreement may be modified by FAL from time to time at our sole discretion, and You will receive notice if modifications to the Agreement are made. We strongly recommend that, as You read this Agreement, You also access and read the linked information. By accepting this Agreement, You also agree that Your use of some FAL-branded websites or other websites we operate may be governed by separate terms and conditions, agreements and privacy policies.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES

CONTAINED IN THIS AGREEMENT ALONG WITH THE FAL [DISCLAIMER-PRIVACY POLICY-TERMS OF USE](#) JUST AS IF YOU HAD SIGNED BOTH AGREEMENTS.

1. Directory

1.1 Directory Listings and Distribution points for magazine – OurSeniors.net offers its customers a subscription that includes various online directory listings (each, a "Listing"). Certain Listings and or physical magazine copies may involve distribution and direct mail of OurSeniors.net Magazine and Customer Content (as defined in Section 3.5) and/or other interactions with third parties (the "Partners") that own or operate online business directories, search web sites, social media web sites, mobile apps or other online properties (the "Partner Sites") and may also include local distribution points. Customer acknowledges and agrees that (i) all content submitted for any Listing shall be subject to the Partners' character limits, quality standards and other applicable content policies, and that any such content may be rejected, in whole or in part, by a Partner at any time in its sole discretion, or modified by OurSeniors.net or the Partner at any time to comply with such policies, (ii) OurSeniors.net does not guarantee that any content will be displayed on any Partner Site, and (iii) the appearance and/or location of any content placement may change at any time. This also includes physical magazine distribution pick up locations that may change from time to time and locations may be replaced and or removed by our distributor, publisher and or OurSeniors.net. OurSeniors.net SHALL HAVE NO LIABILITY FOR THE AVAILABILITY OF OR ANY CHANGE IN THE PARTNER/DISTRIBUTION SITES, FOR ANY DECISION BY A PARTNER TO REJECT OR MODIFY ANY CONTENT SUBMITTED BY CUSTOMER, OR FOR ANY OTHER DECISION, CHANGE OR OTHER ACTION DESCRIBED IN CLAUSES (i), (ii) OR (iii) OF THE PRECEDING SENTENCE.

1.2 Implementation at Customer's Request – FAL may from time to time, at the request of the Customer, assist Customer with the implementation of certain features that are a part of the Directory. FAL SHALL HAVE NO LIABILITY FOR THE AVAILABILITY OF OR ANY CHANGE IN THE CUSTOMER'S LISTING OR TO ANY CUSTOMER CONTENT OR OTHERWISE IN CONNECTION WITH SUCH ASSISTANCE.

2. Fees and Payment

2.1 Fees – By purchasing a subscription, you agree to any fee and payment terms that are described herein and/or during the online registration process received via email and or via mail. Any Listing fees are exclusive of any sales or other taxes.

2.2 Provision of Credit Card Information; Payment Terms – You will be required to provide FAL with a valid credit card number upon registration for a subscription. You hereby warrant and represent that you have the authority to provide such credit card information to FAL and shall be responsible for all charges made thereto. FAL will bill your credit card in advance of each Billing Period (as defined below) for the fees incurred for such Billing Period, as well as for any outstanding balances. Your "Billing Period" will be specified by FAL at the time of registration, though FAL reserves the right to change the term of future Billing Periods at any time. Any and all late payments shall accrue interest at the rate of one and one half percent (1.5%) per month

(or the highest rate permitted by law, whichever is less). In addition, you are responsible for paying any reasonable expenses and attorneys' fees that FAL incurs in connection with collecting late amounts.

2.3 Automatic Renewal – FAL WILL AUTOMATICALLY RENEW EACH OF YOUR DIRECTORY SUBSCRIPTIONS AND CHARGE YOUR CREDIT CARD AT THE BEGINNING OF EACH SUBSCRIPTION RENEWAL PERIOD, SO LONG AS YOUR SUBSCRIPTION HAS NOT BEEN CANCELLED. The automatic charge to your credit card will occur at the commencement of each subscription renewal. You acknowledge that the amount billed each year may vary for reasons such as promotional rates no longer being applied, changes in your subscription (for example, changes in the number of your locations under your subscription), changes in the amount of applicable sales tax or other reasons; and you authorize us to charge your credit card for such varying amounts. FAL may also periodically preauthorize your credit card in anticipation of account or related charges.

2.4 Authorization to Update Credit Card Account Information; Account Updater

If the credit card or debit card provided by You to FAL has expired during an attempt to renew Membership Fees pursuant to this Section, You authorize FAL to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to You, FAL contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that Your paid Services do not lapse because the credit card or debit card information initially on file with FAL has expired or changed (“Account Updater”).

By registering for the Service and receiving a Plan, You consent to and authorize FAL’s disclosure of Your credit or debit card information to Account Updater. You further consent to the third party’s use of such information solely in connection with Account Updater. You also consent to FAL receipt and use of updated credit card or debit card account information from Your financial institution in connection with the provision of the Service as provided in this Agreement and the Privacy Policy.

3. Use of the Directory

3.1 License – FAL hereby grants Customer a limited, non-exclusive, non-transferable right and license to access and use the Directory solely in connection with Customer's legitimate business needs. This license will terminate in the event the applicable subscription is not renewed or this Agreement is terminated pursuant to Section 4, in which case Customer will immediately cease any further use of the Directory.

3.2 Ownership – The Directory is the copyrighted works of FAL and/or its various third party licensors and partners.

3.3 Trademarks – The trademarks, service marks, logos and any designs used or displayed on the Listings or any FAL owned webpage are trademarks and/or service marks owned by FAL or its licensors. Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any FAL trademark displayed on the Listings or any FAL owned webpage or website without FAL's prior written permission in each instance. The appearance of any third-party trademarks does not in any way imply any connection, license, approval or other such relationship of any kind with such third party. Customer may list and or redirect and or publicize their listing on the web, including but not limited to Social Media etc.

3.4 Usage Restrictions – Customer's use of the Directory is limited solely to those rights granted in Section 3.1. Customer shall not copy, prepare derivative works, decompile or reverse engineer the Directory. Customer will not remove any trademark, copyright, or other proprietary rights notices which appears on the Directory. In addition, Customer will not use the Directory for any unlawful or fraudulent purpose including, but not limited to: (a) impersonating any person or entity, (b) harvesting or collecting any personal information in violation of applicable law or (c) promoting any Listing, service or business that is unethical, obscene or in violation of any applicable law or regulation.

3.5 License to Customer Content – Customer hereby grants FAL a non-exclusive, worldwide, paid-up, royalty-free, transferable (in the event of a sale or other change of control of FAL's business), perpetual, irrevocable right and license to use, copy, publish, distribute, syndicate, reformat and update (for example, to improve accuracy and/or standardize formats) any and all listing content and other content that is provided by or on behalf of you in connection with your use of the Directory ("Customer Content"). FAL may sublicense this right to any Partners and other online partners. This license will survive any termination or expiration of this Agreement.

4. Term and Termination

4.1 Term – This Agreement is effective as of the date you register for a subscription and shall remain in full force and effect until terminated by either party in accordance with this Section 4.2 The Premium Magazine and Web Advertising Contract will have its own Start and Ending Date and the full term of the contract will be enforced.

4.2 Automatic Renewal; Termination with or without cause – The term of this Agreement and the term of the Premium Magazine and Web Advertising Contract will automatically renew for successive equivalent terms unless or until either customer or OurSeniors.net elects to terminate as of the expiration date of the then current term or renewal term by giving the other Party a minimum of thirty (30) days advance written notice (which may be provided by email) of such election to terminate. Customer acknowledges that without such thirty (30) days' notice OurSeniors.net will incur costs on behalf of customer for artwork and printing which will not be subject to cancellation and that customer, therefore, will be liable to OurSeniors.net for payment of the full subscription price for the upcoming renewal term.

4.3 Survival – Upon any termination or expiration of this Agreement, Customer will pay FAL any fees due and payable prior to the effective date of such expiration or termination. The following provisions shall survive any termination of this Agreement: Section 3.5 ("License to Customer Content"), this Section 4.3 ("Survival"), Section 5 ("Disclaimer and Limitation of Liability"), Section 6 ("Indemnification"), Section 7 ("Representations and Warranties"), Section 8 ("Special Terms for FAL Social Listing") (to the extent applicable) and Section 9 ("General Provisions").

4.4 – During the term of this agreement and if the agreement is terminated, the parties agree not to disparage each other, personally or professionally, in any public forum or private communication, including, but not limited to, letters, phone calls, print publications, the internet, or broadcast media, for a period of ten (10) years from the date of this Agreement. Disparagement includes, but is not limited to, any attempt by a party, its officers, directors, or shareholders, directly or indirectly, to solicit, encourage or take any other action which is intended to induce any of the other party's customers, vendors, suppliers, contractors, distributors, business contacts, agents, or other professional associations to reduce, elect to not increase, or terminate existing or future business relationships with the other party.

5. Disclaimer and Limitation of Liability

THE DIRECTORY AND ANY SERVICES PROVIDED BY FAL IN CONNECTION WITH THIS AGREEMENT ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, FAL MAKES NO, AND DISCLAIMS ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. THE FAL LISTINGS AND FAL WEBSITE, AND OTHER WEBSITES, DATABASES AND/OR THIRD-PARTY PROGRAMS CONTAINED WITHIN THE LISTINGS, MAY CONTAIN BUGS, ERRORS, PROBLEMS AND/OR OTHER LIMITATIONS. FAL HAS NO LIABILITY, WHATSOEVER, TO YOU OR ANY THIRD PARTY, FOR ANY CHANGES MADE TO THE CUSTOMER CONTENT OR TO THE YOUR WEBPAGE OR WEBSITE AS A RESULT OF FAL'S ASSISTANCE IN IMPLEMENTING ANY LISTING FEATURES, ANY OTHER PARTY'S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY'S USE OF, OR INABILITY TO USE, FAL WEBSITES, DATABASES AND/OR PROGRAMS. FAL DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY OTHER PARTY'S SECURITY METHODS, PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY'S USE OF FAL'S WEBSITE, DATABASES AND/OR PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL FAL OR ANY PARTNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF FAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FAL WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT, AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND FAL'S CONTROL. IN ADDITION, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, FAL'S LIABILITY UNDER ANY CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO \$100. To the extent any liability of FAL

cannot be disclaimed, excluded or limited under applicable law, such liability shall be disclaimed, excluded and limited to the fullest extent permitted under applicable law.

6. Indemnification

- a. Customer will defend, indemnify, and hold harmless, FAL, its third party licensors and Partners, and its affiliates, and each of its and their respective officers, directors, members, managers, employees, sublicensees, contractors and agents (collectively, "Indemnified Parties") from and against any and all claims, actions, losses, liability, damages, fines, costs, and expenses (including reasonable attorney's fees and expenses) arising from or related to: (a) any breach of the Agreement by you (including, but not limited to, any representations and warranties made herein); (b) any violation of any law or regulation arising from or in connection with your subscription; (c) any allegation arising from or relating to any Customer Content, including, but not limited to, any allegation that any Customer Content infringes or otherwise violates any trademark, trade name, service mark, copyright, license, trade secret, right of privacy or publicity or other intellectual property or proprietary right of any third party, constitutes false advertising, is defamatory and/or is in violation of any law or regulation; (d) any claim by any third party related to you or your Listings, services, webpages, websites or business; and/or (e) any third party dispute with you, including, without limitation, any injury suffered by a third party at your place of business or any other related issue.
- b. **VENDORS, PROVIDERS and ProTeam Members.** FindingAssistedLiving.com, LLC (FAL) d/b/a Our Seniors, Inc. Ourseniors.net, Inc. OurSeniors.online, Inc. and/or Axiom Administrative Services, LLC or Axiom Internet Marketing (AAS) and/or related entities, employees, contractors, vendors, affiliates, officers, directors and/or shareholders which manage this website and blog does not endorse and is not responsible or liable for any content, data, advertising, Listings, goods or services available or unavailable from, or through, any third party or service provider (which includes, but is not limited to, Attorneys, CPA's, Certified Financial Planners, health care and wellness providers and or any other vendor, provider and or ProTeam Members). You agree that should you use or rely on such content, data, advertisement, Listings, goods or services, available or unavailable from, or through any third party or service provider (which includes, but is not limited to, Attorneys, CPA's, Certified Financial Planners, health care and wellness providers and or any other vendor, provider and or ProTeam Members), FAL nor AAS 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, Attorneys, CPA's, Certified Financial Planners, health care and wellness providers and or any other vendor, provider and or ProTeam Members), 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 nor AAS. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging service providers (which includes, but is not limited to, health care, wellness

providers, Attorneys, CPA's, Certified Financial Planners and or other vendors and or professionals as listed on FAL).

- c. Third parties and service providers may link or otherwise direct Internet users to our sites and services for the purpose of utilizing one or more of the services we provide on behalf of others. Additionally, we may provide links or otherwise direct you to third party or service provider websites. FAL nor AAS does not control or operate any such third party or service provider websites. Any information you provide to these third party or service provider websites while on these third party or service provider websites is subject to the respective policies of those third parties or service providers, and not FAL nor AAS's policies. It is your responsibility to review such third party or service provider policies, including any relevant privacy policies. You agree that FAL nor AAS will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside websites or for your use or inability to use such websites. FAL nor AAS does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party or service provider sites. You use these third party or service provider websites at your own risk. You agree that FAL nor AAS is not responsible for the accessibility or unavailability of any service providers (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 nor AAS relating to any interactions or dealings with any service provider (which includes, but is not limited to, Attorneys, CPA's, Certified Financial Planners, health care and wellness providers and or any other vendor, provider and or ProTeam Members), and release FAL nor AAS from any and all liability for or relating to any interactions or dealings with service providers (which includes, but is not limited to, Attorneys, CPA's, Certified Financial Planners, health care and wellness providers and or any other vendor, provider and or ProTeam Members).
- d. Without limiting the foregoing, your correspondence or business dealings with, consumption of Listings or services of, or participation in promotions of, third parties or service providers found on or through the use of the sites and services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that FAL nor AAS shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or service providers on the FAL nor AAS sites and services.
- e. 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.

7. Representations and Warranties

You represent, warrant and covenant that at all times during the term of this Agreement:

- the individual accepting this Agreement is authorized to act on behalf of you and to bind you to this Agreement;
- you have the full power and authority to conduct your business, to enter into this Agreement, and to perform your obligations under this Agreement;
- your execution, delivery and performance of this Agreement will not conflict with or violate: (i) any provision of law, rule or regulation to which you are subject; (ii) any order, judgment or decree applicable to you; (iii) any provision of your organizational documents; or (iv) any agreement or other instrument applicable to you; and
- you will comply with all applicable federal, state and local laws, rules, regulations, court orders, judgments and decrees.

8. Special Terms for FAL Social Listings

Customer may be required by certain Partners for the "Social" Listing (for example, Facebook) to agree to such Partners' terms and conditions or other policies regarding use of such applicable Partner Sites (collectively, the "Social Partner Terms"). In such event, Customer hereby agrees to comply with (and to ensure that all Customer Content provided to FAL in connection with the applicable Listing complies with) all Social Partner Terms. Any actual or alleged failure of Customer, or of any Customer Content, to comply with any Social Partner Terms will constitute a material breach of this Agreement. In addition to Customer's indemnity obligations set forth elsewhere in the Master Agreement, Customer will defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims actions, losses, liability, damages, fines, costs, and expenses (including reasonable attorney's fees and expenses) arising from or relating to any asserted breach of any Social Partner Terms by Customer and/or the Customer Content.

9. General Provisions

9.1 Confidentiality – You may not disclose the terms or conditions of this Agreement any third party, except to your professional advisors under a strict duty of confidentiality or as necessary to comply with applicable laws or regulations.

9.2 Promotional Materials – During the term of this Agreement, FAL may use Customer's name and logo for the purpose of referring to Customer as a FAL customer on FAL's website and in its other promotional materials.

9.3 Policies – Customer's participation in any subscription shall be subject to all applicable FAL policies including, without limitation, the Privacy Policies posted on any Web Site on which Customer listings are published, and any applicable Web Site specification requirements (collectively, "Policies"). The Policies may be modified by FAL at any time. The latest Policies can be found on any of FAL's websites. You should review the Policies regularly. By your continued participation in a Listing subscription, you agree to all of the associated terms and conditions contained within the Policies effective at that time.

9.4 Force Majeure – In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

9.5 Waiver – The waiver by either Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party.

9.6 No Agency; Independent Contractors – Nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

9.7 Governing Law and Forum – This Agreement, and any disputes arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law provisions. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in Volusia County, Florida for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

9.8 Entire Agreement; Amendment – This Agreement (together with any other applicable terms and conditions referenced herein) constitutes the entire agreement between the Parties with regard to the subject matter hereof. FAL may modify the terms of this Agreement at any time without liability, and your use of the Listings after notice that the terms of this Agreement have changed constitutes your acceptance of the new terms.

9.9 Headings – Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

9.10 Costs, Expenses and Attorneys' Fees – If either Party commences any action or proceeding against the other Party to enforce or interpret this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party the actual costs, expenses

and reasonable attorneys' fees (including all related costs and expenses), incurred by such prevailing Party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

10. SUBMISSIONS OF REVIEWS

10.1 Review Submissions. In order for You to submit Your own reviews and ratings on the Website, You acknowledge and agree that:

- a. all of Your reviews and ratings will either be based upon: (i) Your actual first-hand experiences with the FAL Listed Providers You are reviewing; or (ii) as provided under Section 14 (Service Providers) below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby You have the legal authority to disclose such health information and experience of such individual;
- 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

- a. If You have a dispute with a Customer, User, 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").
- b. 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.
- c. 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.

- d. 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, FAL and or Vendor 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.
- e. 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.
- f. 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).
- g. **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

12.1 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

- a. 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.

- b. 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

- a. 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).
- b. 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.

- c. 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

- a. 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.
- b. 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.
- c. 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.
- d. 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 Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.