

## Contents

<b>Disclaimers, Privacy Policy and Terms of Use .....</b>	<b>3</b>
<b>Financial and/or Certified Financial Planner Disclaimer .....</b>	<b>4</b>
<b>Attorney and/or Legal Counsel Disclaimer.....</b>	<b>5</b>
<b>Accountant and/or CPA Disclaimer .....</b>	<b>5</b>
<b>No Rendering of Advice.....</b>	<b>5</b>
<b>Accuracy of Information.....</b>	<b>5</b>
<b>Medical Disclaimer .....</b>	<b>5</b>
<b>APPROVED VENDORS, PROVIDERS and ProTeam Members .....</b>	<b>6</b>
<b>Privacy Policy .....</b>	<b>7</b>
<b>What information do we collect? .....</b>	<b>7</b>
<b>What do we use your information for? .....</b>	<b>8</b>
<b>How do we protect your information? .....</b>	<b>8</b>
<b>Do we use cookies? .....</b>	<b>9</b>
<b>Do we disclose any information to outside parties? .....</b>	<b>9</b>
<b>Third party links.....</b>	<b>9</b>
<b>Terms and Conditions .....</b>	<b>9</b>
<b>Your Consent .....</b>	<b>9</b>
<b>No Professional Advice .....</b>	<b>9</b>
<b>Privacy and Consent to Communications.....</b>	<b>10</b>
<b>Recorded Telephone Communications .....</b>	<b>10</b>
<b>Consent to Automatic Telephone Dialing System .....</b>	<b>10</b>
<b>Terms and Conditions of Use .....</b>	<b>11</b>
<b>1. Terms.....</b>	<b>11</b>
<b>2. Use License .....</b>	<b>11</b>
<b>3. Conduct on Site .....</b>	<b>11</b>
<b>4. Use of Materials .....</b>	<b>13</b>
<b>5. Security and Password.....</b>	<b>14</b>
<b>6. Termination of Use .....</b>	<b>14</b>
<b>7. Warranties.....</b>	<b>14</b>

<b>8. Links</b>	15
<b>9. Liability</b>	15
10. Submissions of Reviews	16
11. Grievance Resolution Process	16
12. Content License	17
13. Publication and Distribution of Content	18
14. Service Providers	18
15. Health Related Providers	19
16. Your Conduct	20
17. Disclosure of Information	22
<b>18. Other parties</b>	22
<b>19. Exceptions</b>	23
<b>20. Unenforceable provisions</b>	23
<b>21. Policy Modifications</b>	23
<b>22. Governing Law</b>	23
<b>23. Class Action Waiver</b>	23
<b>24. Confidentiality</b>	24
<b>25. Indemnification</b>	24
<b>26. Ownership</b>	25

**a. Reservation of Rights.** By signing the Agreement, Customer irrevocably acknowledges that, subject to the Services provided herein, Customer will not be provided with the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities, the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities Site and or Software is not licensed to Customer, and Customer has no ownership interest in the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities or OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities materials provided to Customer or utilized by Customer's End Users. OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities shall own all right, title, and interest in the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities and OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities materials, subject to any limitations associated with intellectual property rights of third parties. OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities reserves all rights not specifically granted herein. Customer shall not make any representations to any End User or any third party that the

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities, Site and Software belongs to Customer or is in any way owned or shared by Customer..... 25

27. Confidentiality ..... 25

28. Subscription ..... 28

Disclaimers, Privacy Policy and Terms of Use

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Discounts, OurSeniors Team OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and/or Axiom Administrative Services, LLC or Axiom Internet Marketing (AAS) or OurSeniors.org, Inc. and/or related entities (“OS”, “us”, or “we”), employees, contractors, vendors, affiliates, officers, directors and/or shareholders which manage this website and blog do not share personal information with third-parties nor do we store information. Information is only collected about your visit for use other than to analyze content performance through the use of cookies, which you can turn off at any time by modifying your Internet browser’s settings. We are not responsible for the republishing of the content found on this blog on other websites or media without permission.

The information contained in this website is for general information purposes only and is not intended to be medical advice. Copying of this site is strictly prohibited. The information is provided by OS and/or AAS and while we endeavor to keep the information up-to-date and correct, we make no representations or warranties of any kind, expressed or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will OS and/or AAS be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of OS and/or AAS. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, OS and/or AAS takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

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 OS 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 OS-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 JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

OS's site contains articles on many medical topics; however, no warranty whatsoever is made that any of the articles are accurate. There is absolutely no assurance that any statement contained or cited in an article touching on medical matters is true, correct, precise, or up-to-date. The overwhelming majority of such articles are written, in part or in whole, by nonprofessionals. Even if the article is written by a professional, and/or the statement made about medicine is accurate, it may not apply to you or your symptoms. The medical information provided on AAS sites are, at best, of a general nature and cannot substitute for the advice of a medical professional (for instance, a qualified doctor/physician, nurse, pharmacist/chemist, and so on). AAS is not a doctor. None of the individual contributors, system operators, developers, and sponsors of either AAS or anyone else connected to Axiom can take any responsibility for the results or consequences of any attempt to use or adopt any of the information presented on this website. Nothing on the AXIOM family of sites should be construed as an attempt to offer or render a medical opinion or otherwise engage in the practice of medicine. Please consult a physician and/or healthcare professional.

#### [Financial and/or Certified Financial Planner Disclaimer](#)

All information herein has been prepared solely for informational purposes, and it is not an offer to buy or sell, or a solicitation of an offer to buy or sell any security or instrument or to participate in any particular trading strategy. Securities and investment advisory services offered through NATIONAL PLANNING CORP (NPC), NPC of America in FL & NY, Member [FINRA/SIPC](#) and a Registered Investment Advisor. Registered representatives of NPC may transact securities business in a particular state only if first registered, excluded or exempted from broker-dealer, agent or investment advisor representative requirements. In addition, follow-up conversations or meetings with individuals in a particular state that involve either the effecting or attempting to effect transactions in securities, or the rendering of personalized investment advice for compensation, will not be made absent compliance with state broker-dealer, agent or investment advisor representative registration requirements, or an applicable exemption or exclusion.

### Attorney and/or Legal Counsel Disclaimer

The information contained in this article and/or website is not intended to constitute legal advice or other professional services. Instead, this information is merely intended to be of a general nature and is provided solely for the interest of the reader. Accordingly, we cannot accept any responsibility whatsoever for its use. Take into account that this information should not be used as a substitute for a full and proper consultation. We have attempted to ensure that all information contained on this site has been obtained from reliable sources. The information contained in this website is believed to be true and correct. However, the accuracy, integrity, and entireness of any information provided in this site cannot be guaranteed, and we cannot be responsible for any errors or omissions or any consequences arising from its use. The hiring of a lawyer is an important decision that should not be based solely upon advertisements. Before you decide, request free written information about our qualifications and experience.

### Accountant and/or CPA Disclaimer

#### No Rendering of Advice

The information contained within this article and/or website is provided for informational purposes only and is not intended as a substitute for obtaining accounting, tax, or financial advice from a professional accountant.

Presentation of the information via the internet is not intended to create, and receipt does not constitute, an accountant-client relationship. Internet subscribers, users and online readers are advised not to act upon this information without seeking the service of a professional accountant.

Any U.S. federal tax advice contained in this website is not intended to be used for the purpose of avoiding penalties under U.S. federal tax law.

#### Accuracy of Information

While we use reasonable efforts to furnish accurate and up-to-date information, we do not warrant that any information contained in or made available through this website is accurate, complete, reliable, current or error-free. We assume no liability or responsibility for any errors or omissions in the content of this article and/or website.

### Medical Disclaimer

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. (OS) website contains articles on many medical topics; however, no warranty whatsoever is made that any of the articles are accurate. There is absolutely no assurance that

any statement contained or cited in an article touching on medical matters is true, correct, precise, or up-to-date. The overwhelming majority of such articles are written, in part or in whole, by nonprofessionals. Even if the article is written by a professional, and or the statement made about medicine is accurate, it may not apply to you or your symptoms. The medical information provided on OS sites are, at best, of a general nature and cannot substitute for the advice of a medical professional (for instance, a qualified doctor/physician, nurse, pharmacist/chemist, and so on). None of the individual contributors, system operators, developers, and sponsors of neither OS nor anyone else connected to OS can take any responsibility for the results or consequences of any attempt to use or adopt any of the information presented on this web site. Nothing on the OS family of sites should be construed as an attempt to offer or render a medical opinion or otherwise engage in the practice of medicine. Please consult a physician and or Healthcare Professional.

#### **APPROVED VENDORS, PROVIDERS and ProTeam Members**

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, 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, products, 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, products, 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), OS 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 OS 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 OS and or OurSeniors.net Directory website and or Magazine.

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. OS 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 OS 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 OS 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. OS 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 OS 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 OS 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 OS 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).

Without limiting the foregoing, your correspondence or business dealings with, consumption of products 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 OS 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 OS nor AAS sites and services.

### Privacy Policy

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC is committed to protecting our user's privacy. We respect and take your privacy seriously. The statements below disclose the current privacy practices for OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC:

#### What information do we collect?

We collect information from you when you register on our site, subscribe to our newsletter, respond to a survey or fill out a form.

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

If you choose to post on our interactive site sections, you grant us a license to reproduce any comments, photos, or videos that you submit on our site according to our Terms and Conditions of Use. Information that you post in the interactive areas or in any other public portion of the website can be read by other users of this web site. We are not responsible for any personally identifiable information you choose to submit in these public areas.

### What do we use your information for?

Any of the information we collect from you may be used in the following ways:

- *To personalize your experience*  
(your information helps us to better respond to your individual needs)
- *To improve our website*  
(we continually strive to improve our website offerings based on the information and feedback we receive from you)
- *To improve customer service*  
(your information helps us to more effectively respond to your customer service requests and support needs)
- *To process transactions*  
Your information, whether public or private, may be distributed to 3rd parties for the purpose of delivering or informing you about products and/or services requested. Should you choose to submit an information request to our referral service provider or any other advertising partner, we will share the information we collect with a 3rd party.
- *To administer a contest, promotion, survey or other site feature*
- *To send periodic emails*  
The email address you provide for registering or order processing, may be used to send you information and updates pertaining to your membership or order, in addition to receiving occasional company news, updates, related product or service information, etc. Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.
- *As required by law*  
We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Web site.

### How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information. While an effort is

made to keep all user submitted data that is not for public display secure, such as email addresses and passwords, we cannot guarantee its security.

### Do we use cookies?

Yes. We use cookies to understand and save your preferences for future visits, keep track of advertisements and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

### Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personal identifiable information except to listed facilities and/or providers on our website and/or related entities websites. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect our or others rights, property, or safety. However, non-personal identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

### Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

### Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website at this page.

### Your Consent

By using our site, you consent to our website's privacy policy.

### No Professional Advice

All information, materials, content and/or advice on the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. (OS) website and or Vendor 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. OS expressly disclaims, and you expressly release OS from, any and all liability concerning any

OurSeniors.net Magazine, LLC, d/b/a OurSeniorsDiscounts, OurSeniors Radio and

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 specialist or Licensed Professional for all concerns that require medical, legal, financial or other professional advice.

### Privacy and Consent to Communications

Your privacy is important to us, and OS provides a Privacy Policy that sets out how we collect and use your personal information collected from the Sites. Please review our Privacy Policy to which you should refer to fully understand how we collect and use personal information; your use of the Sites and/or Services will constitute your acceptance of the terms and conditions of the Privacy Policy. By filling out any forms on the Sites or providing information to us, you expressly consent to being contacted by us and/or the Participating Communities, whether by phone, mobile phone, email, mail or otherwise. If you are a customer or potential customer of the Services, you authorize us to provide the information that you provided us and related information we may receive from third parties to Participating Communities for the purpose of providing Services. Such authorization shall continue in effect until you have withdrawn your consent by requesting that we no longer provide you Services; provided that we may continue to refer to and/or disclose your information when communicating with a Participating Community as necessary for our normal Participating Community related business practices (such as Participating Community billing matters) until such matters are closed.

### Recorded Telephone Communications

Telephone communications between You and OS may be recorded or monitored for quality control purposes. By filling out any forms on the Sites or by providing information to us, calling any of the advertisers on OurSeniors.net magazine you expressly consent to the recording of these telephone communications. All ads and online profiles contain call tracking numbers and all Vendors and Advertisers agree to accept call tracking placement on all ads and calls, which record all incoming calls and conversations and this information is used and monitored for quality assurance. This information may be used for surveys etc. OS monitors and manages the call tracking system thru a third party and Vendors and Advertisers may be granted access.

### Consent to Automatic Telephone Dialing System

You agree to be contacted by a OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. (OS) Team Members, Professionals and or Approved Vendors and by our Team Members and other Approved Vendors to explore options at the telephone number you have provided. You agree we, our Team Members and other Approved Vendors may use automatic telephone dialing systems and technology to contact you by call or text message at the telephone number provided, even if you previously registered on a Do Not Call registry.

## Terms and Conditions of Use

### 1. Terms

By accessing this website, you are agreeing to be bound by these website Terms and Conditions of Use, the Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

### 2. Use License

1. Permission is granted to temporarily download one copy of the materials (information or software) on the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
  1. modify or copy the materials;
  2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  3. attempt to decompile or reverse engineer any software contained on OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC website;
  4. remove any copyright or other proprietary notations from the materials; or
  5. transfer the materials to another person or "mirror" the materials on any other server.
  6. access the site using automated means which may degrade service for others
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### 3. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise

distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

1. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other OurSeniors.net Magazine, LLC, d/b/a OurSeniorsDiscounts, OurSeniors Radio and

sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

#### 4. Use of Materials

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail, post, or other means, for any reason, will be treated as non-confidential and non-proprietary.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

By posting your content using the website, you are granting an unrestricted, irrevocable, non-exclusive, royalty-free, perpetual, worldwide, and fully transferable, assignable, and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create collective or derivative works from, distribute, perform and display your content in whole or in part and to incorporate it in other works in any form, media, or technology now known or later developed. You further warrant that all so-called moral rights in the content have been waived.

By posting content to the website, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use. You agree that you will not knowingly provide material and/or misleading false information. You represent and warrant also that the content you supply does not violate these Terms. It is your sole responsibility to ensure that your postings do not disclose confidential and/or proprietary information, including personal financial information, information covered by a nondisclosure agreement, and information that you are not authorized to disclose. We caution you not to disclose personal information about yourself or your children, such as social security numbers, credit card numbers, etc.

You agree to indemnify and hold Us and Our affiliated companies, and their directors, officers and employees, harmless for any and all claims or demands, including reasonable attorney fees, that arise from or otherwise relate to your use of the website, any content you supply to the website, or your violation of these Terms or the rights of another.

## 5. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

You agree to be responsible for any action that occurs as the result of any access to your account as the result of access with your password. You agree that if it is determined that your password has been compromised that your account may be closed or access to the account may be terminated with no obligation to keep or maintain the information or data in your account.

## 6. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

## 7. Warranties

The materials on the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC website are provided "as is". OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

The materials appearing on OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC website could include technical, OurSeniors.net Magazine, LLC, d/b/a OurSeniorsDiscounts, OurSeniors Radio and

typographical, or photographic errors. OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC does not warrant that any of the materials on its website are accurate, complete, or current.

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC may make changes to the materials contained on its website at any time without notice. OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC does not, however, make any commitment to update the materials.

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC does not warrant that the servers this website is hosting on will be constantly available, or available at all. OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC does not warrant that the information on this website is complete, true, accurate or non-misleading.

Nothing on this website should be taken to construe or constitute advice of any kind or a formal recommendation and we exclude all representations and warranties relating to this site's content and use. If you require advice relating to any medical, financial or legal matter, you should consult with an appropriate professional.

## 8. Links

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC has not reviewed all of the sites linked to or linked from the website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement of the site by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC. Use of any such linked website is at the user's own risk.

## 9. Liability

In no event, will OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC be liable for any damages of any kind, including, without limitation, those relating to business losses, business interruption, loss of profit, loss of contracts, loss of goodwill, loss or corruption of data, or anticipated losses arising out of connection with the use or inability to use the materials on OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC or any linked websites, even if OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC or a OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC authorized representative has been notified orally or in writing of the possibility of such damage.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

## 10. Submissions of Reviews

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 OS 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 OS 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 OS 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 OS 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 OS Listed Providers for which You submit reviews or ratings;
- f. Your name and review information will be made available to the OS Listed Providers on which You review; and
- g. OS may modify, adapt, or reject Your reviews if they do not conform with OS's publication criteria, which may change from time to time at OS's sole discretion.

## 11. Grievance Resolution Process

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

You may request to participate in the GRP through our Website or by contacting a member care representative. You then will be requested to complete and return to OS certain documentation relating to Your complaint. Shortly thereafter, a member of our OurSeniors.net Magazine, LLC, d/b/a OurSeniorsDiscounts, OurSeniors Radio and

Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable timeframe.

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

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

The GRP is not a legal forum and OS does not, at any time, become a party to Your dispute with the Service Provider. OS 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, OS encourages You to consult with an attorney. OS does not guarantee that Your participation in the GRP will result in a satisfactory outcome or Your desired resolution.

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

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

## 12. Content License

Although OS 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 OS 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 OS 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

OS does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that OS 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 OS 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 OS does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that OS has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other OS member or any Service Provider. However, OS 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 OS 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 OS relating to Content or Service Provider Content, and release OS from any and all liability for or relating to any Content or Service Provider Content.

### 14. Service Providers

OS 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 OS 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, OurSeniors.net Magazine, LLC, d/b/a OurSeniorsDiscounts, OurSeniors Radio and

health care and wellness providers), OS 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 OS. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging OS Listed Providers (which includes, but is not limited to, health care and wellness providers).

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

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

## 15. Health Related Providers

The contents of the OS Website, such as text, graphics, images, information obtained from OS's, and other material contained on the OS 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 OS Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. OS does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. OS 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 OS, OS employees, others

appearing on the Website at the invitation of OS, or other visitors to the Website is solely at Your own risk.

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

You should be aware that if You post any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. OS is not liable for any such Service Provider Content. Please see Section 13 (Publication and Distribution of Content) above for more information about OS's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither OS, 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 OS. Any and all content that may be published by you that maybe a violation of the Health Insurance Portability and Accountability Act (HIPPA), OS 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 OS 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 OS 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 OS, 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 OS 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 OS 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 OS, which consent may be withheld by OS 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 OS services if Your account previously has been terminated by OS 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, OS 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 OS, its officers, managers, owners, employees, agents, designees or other users. In addition, OS 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. OS 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, OS 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 OS continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of any and all of Your information, including, but not limited to, your listing, category, articles, etc. as one of the transferred assets and to be used for any purpose allowed under this Agreement. This may include change of company name, ownership and or merger and or acquisition.

## 18. Other parties

You accept that, as a limited liability entity, OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC has an interest in limiting the personal liability of its employees and officers. You agree that you will not bring any claim, in respect to any losses you suffer in connection with this website, personally against the employees and officers of OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC's employees, officers, agents, subsidiaries, and sub-contractors as well as OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC.

## 19. Exceptions

Nothing in this website disclaimer notice excludes or limits any warranty implied by law for any death, fraud, personal injury through negligence or anything else which would be unlawful for OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC to exclude or limit.

## 20. Unenforceable provisions

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## 21. Policy Modifications

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC may revise these Terms and Conditions of Use or Privacy Policy for its website at any time without notice. Any revised version will be deemed applicable when first published on this website

## 22. Governing Law

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

## 23. Class Action Waiver

By using the Site and in return for the services offered by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities, you acknowledge that OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. (OS) and its related entities can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you (either an Provider or a Consumer or User of this site) agree not to sue OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against

OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities regarding your use of the Site. Additionally, as a Consumer, your use of the Site is at no charge and you acknowledge that part of the price you are paying to use this Site is your acceptance of these terms of service including this Class Action Waiver. If you do not agree to any part of these terms, do not continue your use of the Site. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff, including in small claims court.

## 24. Confidentiality

Publisher shall not disclose OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities Confidential Information without OS's prior written consent. "OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities Confidential Information" includes without limitation: (a) all OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities software, technology, programming, specifications, materials, guidelines and documentation relating to the Program; (b) click-through rates or other performance statistics relating to the Program provided to Publisher by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities; and (c) any other information designated in writing by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities as "Confidential" or an equivalent designation.

## 25. Indemnification

You shall indemnify, defend and hold harmless OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities, its agents, affiliates, licensors and Partners from any third party claim or liability (including without limitation reasonable legal fees) arising out of your ITA use, Creative, site or Your Services, or your breach of these ITA Terms.

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

South Sandwich Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam, Wallis and Futuna.

## 26. Ownership

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

## 27. Confidentiality

- a. **Definition.** "Confidential Information" includes all information marked pursuant to this Section and disclosed by either party, before or after the Effective Date, or generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. Confidential Information does not include personal data provided by End Users.
- b. **Confidentiality of Services.** All Confidential Information in tangible form shall be marked as "Confidential" or the like or, if intangible (e.g. orally disclosed), shall

be designated as being confidential at the time of disclosure and shall be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities Confidential Information with or without such marking or written confirmation: (i) the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities Software, to which Customer will not be given access; (ii) other materials related to the Services furnished to Customer by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities; (iii) the oral and visual information relating to the Services; and (iv) the terms and conditions of this Agreement.

- c. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.
- d. **Ownership of Confidential Information.** Nothing in this Agreement shall be construed to convey any title or ownership rights to the Services, the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities its Site and or Software used internally by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities to provide the Services, or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall

take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

- e. **Non-Disclosure.** Each party agrees at all times to keep strictly confidential all Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section. Notwithstanding the foregoing, OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities may honor subpoenas, search warrants, or law enforcement or court-mandated requests to reveal a Customer or job applicant's properly requested information.
- f. **Injunctive Relief.** Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.
- g. **Suggestions/Improvements to Services.** Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Services or other OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities materials provided to Customer shall be owned by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities, and Customer hereby agrees to assign any such rights to OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities. Nothing in this Agreement shall preclude OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by OurSeniors.net Magazine, LLC also d/b/a OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc. and its related entities in the performance of services hereunder.

## 28. Subscription

Disclaimer: The information published on this magazine and our website is intended for residents of the USA. The opinions, beliefs and viewpoints expressed by the various authors in this magazine and on this website do not necessarily reflect the opinions, beliefs and viewpoints of *OurSeniors.net Magazine* or official policies of *OurSeniors.net Magazine*. It may contain general information about medical conditions, public and private health service organizations and other third-party information including but not limited to testimonials. The information is not advice (legal, medical or otherwise) and should not be treated as such. No claim is made as to the accuracy, authenticity or completeness of any information and, in fact is often provided in a generalized or summarized format for brevity. [OurSeniors.net Magazine](#), LLC and or its subsidiaries, does not accept any liability for the information (nor for the use of any information) provided by this magazine and or website. The information presented by this magazine and website are provided on the basis that all viewers undertake responsibility for assessing the relevance and accuracy of the data related to their own individual circumstances. Thank you for reading our magazine and visiting [www.OurSeniors.net](http://www.OurSeniors.net) and please contact us if we can be further assistance. All real estate advertised in [OurSeniors.net](#) is subject to the Federal Fair Housing Act. This federal law makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preferences, limitation, or discrimination. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all real estate advertised in [OurSeniors.net](#) is available on an equal opportunity basis. Information contained herein has been furnished by community owners, managers and agents. [OurSeniors.net](#) and or OurSeniors.online, OurSeniorsDiscounts.net and or OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC. and OurSeniors.net Magazine, LLC do not make any representations as to opinions and facts. All terms and conditions of rentals are subject to change. [OurSeniors.net](#) reserves the right to refuse advertising space to anyone deemed unsuitable for placement in this publication. OurSeniors.net, OurSeniors.online, OurSeniorsDiscounts.net and or OurSeniors Radio, OurSeniors Discounts and OurSeniors.org, Inc., LLC. and OurSeniors.net Magazine, LLC retains all rights reserved by copyright 2019 [OurSeniors.net](#), and or *OurSeniors.net Magazine*, LLC. This publication or parts thereof may not be reproduced in any form without the written permission of the publisher. For further Disclaimer information please visit [https://www.ourseniors.net/wp-content/uploads/2016/06/disclaimer-privacy\\_policy-terms\\_of\\_use.pdf](https://www.ourseniors.net/wp-content/uploads/2016/06/disclaimer-privacy_policy-terms_of_use.pdf). Please note that websites and links are referenced in the magazine and

you may have complete access in our online version by visiting. [www.ourseniors.net/magazine](http://www.ourseniors.net/magazine) only if you are a subscriber and make a donation. If at any time the monthly recurring donation and or one time annual donation expires and is canceled then the entire Subscription package will be cancelled including but not limited to access to the online version, receiving the magazine in the mail and or electronic newsletter etc.