

Terms of Use

These Terms of Use (the “Agreement”) set forth and describe the terms and conditions under which individuals residing in the United States may use the HomeCareAssist.com Site and/or the Home Care Assist Services (described below). By using the HomeCareAssist.com Site and/or the Home Care Assist Services in any way, you accept and agree to be bound by the terms and conditions of this Agreement.

- You must read this Agreement before using the Site or the Services. By using the Site or the Services, you hereby represent, warrant, understand, agree to and accept this Agreement and in their entirety whether or not you register as a user of the Site or Services (“Registered Users”).
- This Agreement includes the [Home Care Assist Privacy Policy](#), which is incorporated herein. If you object to anything in this Agreement or the [Privacy Policy](#), do not use the Site or the Services. As used in this Agreement, “Site” shall mean www.HomeCareAssist.com and any other Home Care Assist branded websites, web pages, mobile applications and mobile websites operated by Viking Ventures, LLC, d/b/a Home Care Assist (“Home Care Assist” or “we”) in the United States, and the “Services” shall mean any of the various services that Home Care Assist provides.

1. Description of Services; Limitations; User Responsibilities

1.1 Our Services

Home Care Assist offers various Services to help its users locate and maintain quality home care. The Services we offer include:

- + We enable individuals seeking home care services (such as senior care, special needs, and related services) the ability to post jobs on the Site (“Careseekers”). Likewise, we enable individuals who provide home care services (“Caregivers”) to post profiles on the Site and apply to jobs.
- + The Home Care Assist Site allows both Careseekers and individual Caregivers to narrow the pool of Careseekers or Caregivers they are interested in meeting using a search function, which is based upon certain criteria, including location, home care needs, tastes and preferences.
- + We provide a communications tool that allows Careseekers and Caregivers to communicate without sharing contact information. Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

1.2. Limitations of our Services

Careseeker and Caregiver content is primarily user generated, and, generally, we do not control or vet user generated content for accuracy. Home Care Assist does not assume any responsibility for the accuracy or reliability of any information provided by Caregivers or Careseekers on or off the Site. Home Care Assist is not responsible for the conduct, whether on-line or off-line, of any Careseeker, Caregiver or other user of the Site or Services. Moreover, Home Care Assist does not assume and expressly disclaims any liability that may result from the use of information provided on our Site. All users, including both Careseekers and Caregivers, hereby expressly agree not to hold Home Care Assist (or Home Care Assist’s officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners, licensor’s, independent contractors, hereinafter “Affiliates”) liable for the actions or inactions of any Careseeker, Caregiver or other third party or for any information, instruction, advice or services which originated through the Site, and, to the maximum extent permissible under applicable law, Home Care Assist

and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

We offer Services to help our users locate quality home care assistance. However, we do not employ any Caregivers. Careseekers are the potential employers of Caregivers and are responsible for compliance with all applicable employment and other laws in connection with any employment relationship that the two may establish.

Moreover, we do not control the quality, timing, or legality of the services actually delivered by Caregivers, nor of the integrity, responsibility or actions of Careseekers or Caregivers. We do not refer or recommend either Careseekers or Caregivers nor do we make any representations about the suitability, reliability, timeliness, and accuracy of the services provided by Caregivers or the integrity, responsibility or actions of Careseekers or Caregivers whether in public, private or off-line interactions.

Through the Home Care Assist Site, we may provide Careseekers a customized list of potential Caregivers to consider based on the information that the Careseeker provides us regarding their needs and preferences. In providing these services, we are not endorsing any individual Caregiver nor are we providing any medical, diagnostic, treatment or clinical service or engaging in any conduct that requires a professional license.

1.3. User Responsibilities

Any screening of a Careseeker or Caregiver and their information by Home Care Assist is limited and should not be taken as complete, accurate, up-to-date or conclusive of the individual's or entity's suitability as an employer or Caregiver. Registered Users are solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and selecting an appropriate Careseeker or Caregiver for themselves or their family. In addition, each Careseeker is responsible for complying with all applicable employment and other laws in connection with any employment relationship that they establish.

2. Eligibility to Use the Site and Services; Representations and Warranties

2.1. Eligibility

To be eligible to use our Services, you must meet the following criteria:

- + Our Services are available only to individuals who are eighteen (18) years of age or older. If you do not meet the above age requirements, do not register to use the Site or Services.
- + The Site and the Services are currently available only to individuals who are legally in the jurisdiction of the United States.
- + If you are registering to be a Caregiver, you must be permitted to legally work within the United States.
- + You may have never been (i) the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, or (ii) registered, or currently required to register, as a sex offender with any government entity.

- + You must not be a competitor of Home Care Assist or using our Services for reasons that are in competition with Home Care Assist.

2.2. Representations and Warranties

By requesting to use, registering to use and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and you commit to abide by all of the terms and conditions hereof.

In addition, you represent and warrant that you (i) have never been the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, and (ii) are not nor have ever been registered, and are not currently required to register, as a sex offender with any government entity.

3. Code of Conduct and Use of Services

3.1. Content Restrictions

The following rules pertain to “Content”, defined as any communications, images, sounds, videos, and all the material, data, and information that you upload or transmit through Home Care Assist’s Services, or that other users upload or transmit, including without limitation any content, messages, photos, audios, videos, reviews or profiles that you publish or display (hereinafter, “post”). By transmitting and submitting any Content while using our Service, you agree, represent and warrant as follows:

- + You are solely responsible for the content that you publish, display, or post on the Site or transmit to other users of the Site.
- + You are solely responsible for providing accurate, current and complete information in connection with your registration for use of the Site and the Services.
- + You will register your account in your own legal name, even if you are seeking care for another individual or family member.
- + Your user name and profile picture associated with the Site must adhere to the content restrictions, code of conduct, and prohibited activities set forth in this Agreement, and must not include any offensive language or inappropriate images. We reserve the right to refuse and/or reject any user name and profile picture submission based on content. By submitting an image to be used in connection with your profile on the Site, you represent and warranty that you own the copyright to that image, or are otherwise authorized to use the image.
- + All Content you post will be in English as the Site and Services are not currently supported in any other languages.
- + You will not publish, post on the Site, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually explicit, threatening, harassing, defamatory, racially offensive, or illegal material, or any material that infringes or violates another party’s rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). By way of illustration, the following is a partial list of content that you may not upload, publish, display, post, or transmit: (1) Content

that is patently offensive, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (2) Content that harasses or advocates harassment of another person; (3) content that promotes information that is false, misleading, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (4) Material that solicits personal information from anyone under the age of 18; (5) Sexually explicit content; (6) Content that provides instructional information about illegal activities, violating someone's privacy, or providing or creating computer viruses; (6) Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated or unauthorized images, audio or video, or links to pirated or unauthorized images, audio or video files; (7) Content engaging in commercial activities and/or sales, such as contests, sweepstakes, barter, and advertising; and (8) Any content that infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.).

- + You will not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse, or give the impression that any Content emanates from Home Care Assist where this is not the case.
- + You shall not provide inaccurate, misleading, defamatory or false information to Home Care Assist or to any other user of the Site, and all opinions stated as part of Content must be genuinely held. Without limiting the foregoing, you represent and warrant to us that you have the right and authority to post all information you post about yourself or others, including without limitation that you have authorization from a parent or guardian of any minor who is the subject of any Content you post to post such Content.
- + If information provided to us or another user of the Site, subsequently becomes inaccurate, misleading, or false, you will promptly notify us of such change.
- + You understand and agree that Home Care Assist may, in its sole discretion, review and delete any Content, in each case in whole or in part, that in the sole judgment of Home Care Assist violates this Agreement or which Home Care Assist determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Site or others.
- + You have the right, and hereby grant, to Home Care Assist, its Affiliates, licensees and successors, an irrevocable, perpetual, nonexclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute your Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sub-licenses of the foregoing. You further represent and warrant that public posting and use of your Content by Home Care Assist will not infringe or violate the rights of any third party.
- + Your use of the Service, including but not limited to the Content you post on the Service, must be in accordance with any and all applicable laws and regulations.
- + Home Care Assist is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by users of the Site. Opinions, advice, statements, offers, or other information or content made available on the Site or through the Service, but not directly by Home Care Assist, are those of their respective authors. Such authors are solely responsible for such content. Home Care Assist does

not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or available through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will Home Care Assist or its Affiliates be responsible for any loss or damage resulting from: a) your reliance on information or other content posted on the Site or transmitted to or by any user of the Site or Service; or b) reviews or comments made about you on the Site by other users. To the maximum extent permitted by law, Home Care Assist disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any users of the site. Users do hereby represent, understand and agree to hold Home Care Assist harmless for any misstatements and/or misrepresentations made by or on behalf of them on this site or in any other venue.

3.2. Exclusive Use

If you are a Careseeker, you may use your account only to find care for yourself, your parents, your children or individuals for whom you are otherwise the legal guardian. If you are a Caregiver, you may use your account only to find care jobs for yourself. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity.

3.3. Prohibited Uses

By using the Site or Services of Home Care Assist, you agree that you will not under any circumstances:

- + use the Site, Services, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- + use the Site or Services for any unlawful purpose, for any purpose not expressly intended by Home Care Assist or for the promotion of illegal activities;
- + attempt to, or harass, abuse or harm another person or group;
- + use another user's Home Care Assist account;
- + provide false or inaccurate information when registering an account on Home Care Assist, using the Services or communicating with other Registered Users;
- + attempt to re-register with Home Care Assist if we have terminated your account for any or no reason or terminate your registration and re-register in order to prevent a review from being associated with your account;
- + interfere or attempt to interfere with the proper functioning of Home Care Assist's Services;
- + make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- + bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;

- + use the communication systems provided by or contacts made on Home Care Assist for any commercial solicitation purposes;
- + publish or link to malicious content intended to damage or disrupt another user's browser or computer. In order to protect our users from prohibited activity, we reserve the right to take appropriate actions, including but not limited to restricting the number of phone numbers a Careseeker may view or the number of emails a user may send in any 24-hour period to a number which we deem appropriate in our sole discretion.

Should Home Care Assist find that you violated the terms of this Section or any terms stated herein, Home Care Assist reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services.

Further, in order to protect the integrity of the Site and the Services, Home Care Assist reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

3.4. Third Party Copyright Policy

We respect the intellectual property of others, and we ask that our users do the same. Each Careseeker and Caregiver is responsible for ensuring that the materials he or she publishes, displays, posts, transmits, or submits on or to the Site do not infringe upon any third party copyright. We will promptly remove materials in accordance with the Digital Millennium Copyright Act if properly notified that the materials infringe a third party's copyright.

4. Background and Verification Checks

4.1. Home Care Assist May Order and Use Background Checks About You

By using the Site or Services as a Careseeker or Caregiver, you hereby acknowledge and agree that Home Care Assist has the right, but not the obligation, to use a third party consumer reporting agency on an ongoing basis to use your personal information to run periodic background checks on you for the legitimate business purpose of protecting the safety and integrity of our Site and its users ("Internal Background Checks"). Home Care Assist may order these checks when you register with Home Care Assist and thereafter in connection with your continued use of our Services and/or interaction with our Site (such as by contacting or communicating with other members, posting or updating a job or profile, ordering or authorizing a Background Check, etc.).

These Internal Background Checks are also regulated by the Fair Credit Reporting Act (the "FCRA"), and the background reports resulting from these services are considered "consumer reports" under the FCRA. Consumer reports may contain information on your character, general reputation, personal characteristics, and mode of living, including but not limited to consumer credit, criminal history, workers' compensation, driving, employment, military, civil, and educational data and reports.

You understand and agree that Home Care Assist may review the information provided by the third party consumer reporting agency and that Home Care Assist retains the right to terminate your Home Care Assist registration based on the information it receives from these checks, even if such information was subsequently dismissed. If Home Care Assist terminates your membership or access to the Site on the basis of information in a background report, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that

Home Care Assist does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it (and not Home Care Assist) within the time period specified in your notice.

By agreeing to these terms and by using the Home Care Assist Site, you agree to allow us to perform background checks for the purposes described in this Agreement. If you do not want such background checks to be performed, do not use Home Care Assist. You explicitly understand and agree that no further consent from you is required for these checks to be performed.

4.2. Home Care Assist May Regularly Verify Your Identity and the Accuracy of Your Representations and Warranties

By registering as a Caregiver or Careseeker, you authorize Home Care Assist, and acknowledge that for purposes of promoting the safety and integrity of its Site and Service, Home Care Assist reserves the right, but not the obligation, to utilize third party service providers to verify on an ongoing basis that your registration data is accurate and that the representations and warranties in Section 2.2 above addressing legal matters such as complaints, arrests, sex offender status, etc. are also true (“Verification Checks”). These third parties may use data from a variety of sources, under a variety of circumstances, for these site safety purposes including, without limitation, information from national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data.

You agree that Home Care Assist may take such action in response to Verification Checks as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your membership, should it determine that you have violated any representation or warranty or any other provision of this Agreement or are otherwise unsuitable for Home Care Assist.

You also hereby represent, understand and expressly agree that Home Care Assist does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in a Verification Check. We do not typically communicate the results of a Verification Check to any third party, though we reserve the right to do so for law enforcement or other safety-related purposes.

By agreeing to these terms and by using the Home Care Assist Site, you agree to allow us to perform verification checks for the purposes described in this Agreement. If you do not want such verification checks to be performed, do not use Home Care Assist. You explicitly understand and agree that no further consent from you is required for these checks to be performed.

5. Termination of Registration

Should Home Care Assist determine that you are not eligible to use the Services, have violated any terms stated herein, are not suitable for participation as a Registered Careseeker or Caregiver, or have misused or misappropriated Site content, including but not limited to use on a competitive, or third party site, Home Care Assist reserves the right, at its sole discretion, to immediately terminate your access to all or part of the Home Care Assist Site, to remove your profile and/or any content posted by or about you from the Site, and/or to terminate your registration in Home Care Assist, with or without notice.

In any event, Home Care Assist also reserves the right, in its sole discretion, to terminate your access to all or part of the Home Care Assist Site, to remove your profile and/or any content posted by or about

you from the Site, and/or to terminate your registration in Home Care Assist, for any reason or no reason, with or without notice. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination. Following any termination of any individual's use of the Site or the Services, Home Care Assist reserves the right to send a notice thereof to other Registered Users with whom we believe the individual has corresponded.

6. Privacy

Home Care Assist will only use the information you provide on the Site or via other channels in accordance with our [Privacy Policy](#). For more information, see our full [Privacy Policy](#), the terms of which are incorporated herein.

7. Links To External Sites

Links from the Site to external sites (including external sites that are framed by Home Care Assist) or inclusion of advertisements do not constitute an endorsement by Home Care Assist of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such advertisements. If users access the external links, you do so at your own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Home Care Assist does not control such sites, and is not responsible for their content. Just because Home Care Assist has hyper-links to such sites does not mean that Home Care Assist endorses any of the material on such sites, or has any association with their operators.

Users further acknowledge that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Home Care Assist's Terms of Use and [Privacy Policy](#). Home Care Assist expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold Home Care Assist harmless from any liability that may result from the use of links that may appear on the Site.

8. Membership, Payment And Refund Policy

You may register as a Member or User of Home Care Assist at no cost. As a Member or User, you may use some, but not all, of the features and services available on the Home Care Assist Site. To access or use additional features and services, you must pay a membership subscription fee, which will be based on a successful placement between Caregiver and Careseeker.

8.1 Billing and Payment

If you sign up for a Home Care Assist paid membership subscription, you agree to pay Home Care Assist all subscription charges associated with your plan as described on the Site at the time you subscribe and provide your payment information. You also authorize Home Care Assist to charge your chosen payment provider according to the terms of the plan to which you subscribe. The subscription period and the amount and frequency of the charges will vary depending on the subscription plan you select. Home Care Assist reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. To the extent you elect to purchase other Services or product offerings we may offer for a fee, you authorize Home Care Assist to charge your chosen payment provider for the Services and/or products you purchase. You agree that if Home Care Assist already has your credit card on file as a result of prior purchases you have made, we may charge that credit card for the additional Services/products you purchase.

8.3 Refund Policy

All payments for services are non-refundable and there are no refunds or credits for unused or partially used services or service cancellations.

9. Release of Liability

We are not an employer of Caregivers. Careseekers may seek the services of a Caregiver through the use of the Site, and Caregivers may post profiles and submit proposals to Careseekers regarding their services. We may provide Careseekers a customized list of potential individual Caregivers to consider based on the information the Careseeker provides us. However, if a Careseeker agrees on the provision of services from an individual, such agreement is solely between the Careseeker and the Caregiver and Home Care Assist is not a party to any such agreement. Any issues concerning the conduct of a Careseeker or Caregiver including, without limitation, the services received by the Careseeker or payment due to the Caregiver, must be resolved directly by the Careseeker and the Caregiver. Home Care Assist will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues. By using this Site or our Services, you do hereby represent, understand, and expressly agree to hold Home Care Assist harmless for any claim or controversy that may arise from any disputes between you and any Careseeker, Caregiver or other user(s) of the Site. You agree to take reasonable precautions in all interactions with Careseekers, Caregivers or other users of the Site or the Services, particularly if you decide to meet off-line. By using the Site or the Services, you do hereby agree to report any alleged improprieties of any users therein to Home Care Assist immediately by notifying Home Care Assist of the same via electronic correspondence.

10. Disclaimers, Limitations, Waivers, Indemnification

10.1. No Warranty

The information and materials contained on the Site, including text, graphics, information, links or other items are provided “as is”, “as available”. Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Home Care Assist, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **To the maximum extent permitted by applicable law, Home Care Assist does not: (1) warrant the accuracy, adequacy or completeness of this information and materials; (2) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party other than Home Care Assist; (3) warrant that your use of the services will be secure, free from computer viruses, uninterrupted, always available, error-free or will meet your requirements, or that any defects in the services will be corrected; or (4) give an warranties of fitness for a particular purpose or non-infringement of third part rights. To the extent permitted by applicable law, Home Care Assist expressly excludes all condition, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and disclaims liability for errors or omissions in this information and materials.**

In addition and without limiting the foregoing, Home Care Assist makes no representation or warranties of any kind whether express or implied regarding the suitability of any user of our site to provide services as a Caregiver or to employ the services of a Caregiver.

10.2. Assumption of Risk

You assume all risk when using the Site and the Services, including but not limited to all of the risks associated with any on-line or off-line interactions with users of the Site or the Services. You agree to take all necessary precautions when interacting with other site visitors or Registered Users.

10.3. Limitation of Liability Incidental Damages and Aggregate Liability.

In no event will Home Care Assist be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including without limitation damages related to any information received from the Site or Services, removal of content from the Site, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site or Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Home Care Assist, or representatives thereof, are advised of the possibility of such damages, losses or expenses. **Under no circumstances will Home Care Assist's aggregate liability, in any form of action whatsoever in connection with this agreement or the use of the Site or the Services, exceed the price paid by you for your account, or, if you have not paid Home Care Assist for the use of any services, the amount of \$25.00 or its equivalent.**

No liability for non-Home Care Assist Actions. To the maximum extent permitted by applicable law, in no event will Home Care Assist be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, and/or consequential, arising out of or relating to the conduct of you or anyone else in connection with the use of the Site or the Services, including without limitation, bodily injury, emotional distress, and/or an other damages resulting from anyone's reliance on information or other content posted on the Site, or transmitted to or by any users or any other interactions with other registered users of the Site or Services, whether on-line or off-line. This includes any claims, losses or damages arising from the conduct of users who have registered under false pretenses or who attempt to defraud or harm you.

In addition to the preceding paragraphs of this section and other provisions of this Agreement, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Home Care Assist makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

10.4. Indemnification

By agreeing to this Agreement, users of the Site and Services agree to indemnify, defend and hold harmless Home Care Assist and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by Home Care Assist and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site, or (ii) use of the Site or Services by you in violation of these Terms of Use or in violation of any applicable law. Users further agree that they will cooperate as reasonably required in the defense of such claims. Home Care Assist and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of Home Care Assist. Users further agree to hold harmless Home Care Assist and its Affiliates from any claim arising from a third

party's use of information or materials of any kind that users post to the Site.

11. Agreement to Arbitrate

11.1 Agreement to Arbitrate

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Site shall be **binding arbitration** administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

By using the Home Care Assist Site or the Service in any manner, you agree to the above arbitration agreement. In doing so, **you give up your right to go to court** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **You also give up your right to participate in a class action or other class proceeding.** Your rights will be determined by a **neutral arbitrator, not a judge or jury.** You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Wake County, North Carolina. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and us d/b/a Home Care Assist, shall be governed by the laws of the state of North Carolina without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

12. Interest-Based Online Advertising and Google Analytics

This section of our Terms & Conditions provides detailed information about interest-based online advertising (also called "targeted advertising", "remarketing", or "behavioral advertising"), Google Analytics, and your available choices with respect to this type of advertising.

We use Google Analytics' third-party audience data such as age, gender, and interests to better understand the behavior of our customers. Our collaboration with Google Analytics helps collect information about your online activities to provide advertising targeted to suit your specific interests and preferences. For example, you may see certain ads on the Home Care Assist website or other websites because we contract with Google and other similar companies to target our ads based on information we or they have collected, including information that was collected through automated means (such as cookies and web beacons). These companies also use automated technologies to collect information when you click on our ads, which helps track and manage the effectiveness of our marketing efforts.

You may opt out of the automated collection of information by third-party ad networks (for the purpose

of delivering advertisements tailored to your interests), by visiting the consumer opt-out page for the Self-Regulatory Principles for Online Behavioral Advertising at <http://www.aboutads.info/choices/> and edit/opt-out of your Google Display Network ads' preferences at <http://www.google.com/ads/preferences/>. Because these opt-out and preference control pages are specific to the individual browser used to visit it, and because that page is not operated by Viking Ventures, LLC, we are unable to perform the opt-outs on your behalf.

13. Miscellaneous

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or un-enforceability of any term or provision of this Agreement shall in no way effect the validity, legality or enforceability of any other term or provision of this Agreement. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

14. Contact Information

If you have any questions or need further information as to the Site or Services provided by Home Care Assist, or need to notify Home Care Assist as to any matters relating to the Site or Services please contact Home Care Assist at:

Viking Ventures, LLC d/b/a Home Care Assist
4112 Blue Ridge Road
Suite 206
Raleigh, NC 27612

15. Notices

We may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings on the Home Care Assist Site. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

16. Amendment

This Agreement, including the [Privacy Policy](#), is subject to change by Home Care Assist at any time, at our sole discretion. Any such changes will be posted on the Home Care Assist Site.

3754-3/M/UserAgreement