

# HelpingYouCare.com™ and CaregiversLikeUs.com™ --- Terms of Use

Last Updated December 10, 2010

**PLEASE READ THESE TERMS OF USE CAREFULLY; THIS IS A LEGALLY BINDING AGREEMENT.** The HelpingYouCare.com and CaregiversLikeUs.com websites (collectively and individually, the "Websites;" each a "Website") are a service offered by Care-Help LLC, a Florida limited liability company ("Care-Help LLC" or "we" or "us"). This Terms of Use Agreement (sometimes referred to as the "Agreement," or the "Terms of Use") contains terms and conditions applicable to your access and use of the Websites, and the content, groups, forums and services offered by the Websites, whether accessed via the internet, wirelessly or through any other method.

**BY ACCESSING OR USING EITHER OF THE WEBSITES OR ANY CONTENT, GROUPS, FORUMS OR SERVICES OFFERED BY THE WEBSITES, YOU AGREE TO BE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS, WHETHER OR NOT YOU REGISTER ON EITHER OF THE WEBSITES, AND WHETHER OR NOT YOU POST ANY COMMENTS OR OTHER CONTENT ON EITHER OF THE WEBSITES.** By visiting either of the Websites or accessing any content available through either of the Websites you accept and agree to all of the terms and provisions of this Agreement and all Incorporated Terms (as defined below), for yourself, your heirs and assigns, and for any organization, business, or entity that you represent or on whose behalf you are acting in accessing either of the Websites (collectively, referred to herein as "you"). If you do not agree with all of the terms contained in this Agreement, you may not use either of the Websites.

By agreeing to this Agreement, you agree also to be bound by and comply with the [Code of Conduct](#), the [Editorial Policy](#), and the [Privacy Policy](#) for the Websites, as amended by Care-Help LLC from time to time and as posted on the Websites, as well as all Disclaimers, terms, and instructions posted on either of the Websites. The Code of Conduct, Editorial Policy, Privacy Policy, and all Disclaimers, terms, and instructions posted on either of the Websites are incorporated in and made a part of this Agreement (and are sometimes collectively referred to herein as the "Incorporated Terms"). **All references to "this Agreement" or to the "Terms of Use," include and mean "this Agreement and all of the Incorporated Terms."** In addition to this Agreement, the terms and conditions stated in our [Advertising Service Agreement](#), apply to and must be accepted and agreed to by those who place advertisements on either of the Websites, as a condition to the placement of those advertisements. This Agreement, the Code of Conduct, the Editorial Policy, the Privacy Policy and the Advertising Service Agreement are sometimes collectively referred to as the "Legal Documents" of the Websites.

Care-Help LLC may amend or modify this Agreement or any of the Legal Documents at any time by posting the amended Legal Document(s) on the Websites. Updated versions of this Agreement and any of the Legal Documents become effective and binding on you immediately upon publication on the Websites. You are responsible for regularly reviewing this Agreement and all of the Legal Documents. For your convenience, the date of last revision is stated at the top of each of the Legal Documents and on the Legal Terms & Conditions page of the Websites. If you continue to use either of the Websites after any such modification or amendment to any of the Legal Documents is posted on the Websites, you agree to such modification or amendment.

## 1. Care-Help LLC's Proprietary Rights and Your Permitted Use

**1.1 Your Permitted Use of the Websites.** The Websites are the sole and exclusive property of Care-Help LLC. Subject to all of the terms of this Agreement, as the same may be amended, terminated or revoked by Care-Help LLC at any time, and so long as you agree to and comply with the terms of this Agreement as so amended and in effect, you are granted a non-exclusive, non-transferrable, revocable, limited license to access and use the Websites on any single computer solely for your own personal, non-commercial use. Care-Help LLC may terminate this license without notice at any time and for any reason.

**1.2 Limitations.** Use of the Websites in any way not expressly permitted by this Agreement is prohibited, and may be actionable under United States or international law. You are permitted to view and use the Websites solely for your own use, and subject to the limited license above. In order to post any content of any kind on either of the Websites, you must register and login on the respective Website, and in so doing or in accessing either of the Websites, you agree to this Agreement and the Incorporated Terms and you agree in addition to comply with all instructions and terms stated on either of the Websites. To place advertisements on either of the Websites, you must separately agree to the terms of our [Advertising Service Agreement](#). You may not duplicate, publish, alter, modify, distribute or create derivative works from any content, information or services provided through or located on the Websites unless expressly authorized by Care-Help LLC in writing; provided that content posted on the Websites may be forwarded by users to other sites such as Twitter and Facebook, or shared with others, via use of the AddToAny, share this, or similar tools provided on the Websites for that purpose, and by posting or submitting for posting any content of any kind on either of the Websites (including without limitation any articles or other content, comments, or content posted in any of the forums), you consent to such forwarding, and license to other users the right so to forward and share any such content posted on either of the Websites by you. You agree that you will not remove or modify any acknowledgements, credits, copyright or trademark notices, or other legal notices contained on the Websites or in or with any content posted on either of the Websites. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose (i) any portion of the Websites or any content thereon, (ii) use of the Websites, or (iii) access to the Websites other than as expressly authorized by Care-Help LLC in writing signed by an authorized officer of Care-Help LLC. You will not use the comment function, the groups, forums or any other part or function of the Websites for spamming, keyword stuffing, or other conduct aimed at marketing a product or service or driving traffic to any other website or URL.

You may not copy, reverse engineer, decompile, disassemble or otherwise use or attempt to discern the source code or architecture of the Websites or any of the parts or components of the Websites or any information about usage or users. You may not use any robot, spider, other automatic device, or manual process to access, monitor or copy the Websites or any portion of the Websites without Care-Help LLC's prior written permission.

You agree not to access the Websites by any means other than through the interface that is provided by Care-Help LLC. You further agree that you will not collect any information, including without limitation screen names, usernames, e-mail addresses, or any information appearing in any Directory of Members or users, from or through the Websites manually or by using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, or otherwise, whether for commercial or other use or purpose. You will not damage, disable, overburden, or impair either of the Websites or interfere with the operation of either of the Websites or any other party's use and enjoyment of either of the Websites. If Care-Help LLC makes software or other services available to you for download, your download and use of such software shall be subject to a separate license agreement in addition to these Terms of Use.

**1.3 Intellectual Property Rights.** You hereby acknowledge and agree that, as between Care-Help LLC and you, all right, title, and interest in and to the Websites, including without limitation any copyrights, trademarks, trade secrets, inventions, know-how, patent rights, patents, business methods, and all other intellectual property rights pertaining to either or both of the Websites or any content on either of the Websites, shall be owned exclusively by Care-Help LLC. Nothing herein shall be construed to confer upon you or any person or entity whom you represent, with whom you are affiliated, or claiming rights through you, any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You acknowledge that the Websites and their content are protected by copyrights, trademarks, service marks, patents and other proprietary rights and laws.

## **2. Conduct in Using the Websites.**

Your conduct in connection with the Websites, including without limitation your use of the Websites and posting or submission of any User Content (as defined below) to the Websites, is governed by this Agreement, including the incorporated [Code of Conduct](#), [Editorial Policy](#), and [Privacy Policy](#), each as amended by Care-Help LLC from time to time and as posted on the Websites, as well as by all Disclaimers posted on either of the Websites. If you discover materials on the Websites that violate this Agreement, including without limitation the [Code of Conduct](#), [Editorial Policy](#), or [Privacy Policy](#), please notify us at [Admin@HelpingYouCare.com](mailto:Admin@HelpingYouCare.com). In order to post any content on either of the Websites, you must register on the respective Website, and agree to this Agreement and the Incorporated Terms. In order to purchase advertising space and submit advertisements for posting, you must separately agree to our Advertising Service Agreement, as stated on the Website, and any posting of advertisements on the Websites will be subject to the terms of the Advertising Service Agreement as well as being subject to compliance with this Agreement and the Incorporated Terms.

## **3. Disclaimers as to Websites' Content; Release and Indemnity for any Reliance Thereon.**

All Disclaimers stated on the Website are incorporated in and made a part of this Agreement. Without limiting the foregoing, **you specifically acknowledge and agree that all contents on the Websites are for information only; do not constitute medical, legal, financial or other professional advice; and may not be relied upon as such. You acknowledge, understand and agree that Care-Help LLC and the Care-Help Affiliates do not endorse, recommend, and are not responsible for any User Content, any information on other websites to which content on the Websites may link, or any content posted on or linked to from the Websites, regardless of source. CARE-HELP LLC AND THE CARE-HELP AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND SPECIFICALLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE CONTENT ON, LINKED TO FROM, OR REFERRED TO BY CONTENT ON THE WEBSITES. WITHOUT LIMITING THE FOREGOING, CARE-HELP LLC EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF ACCURACY, TRUTHFULNESS, COMPLETENESS, NONINFRINGEMENT, AND ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WITH RESPECT TO ANY AND ALL CONTENT ON, LINKED TO FROM, OR REFERRED TO IN CONTENT ON THE WEBSITES.**

**IF YOU RELY UPON ANY CONTENT POSTED ON, LINKED TO FROM, OR FOUND VIA USE OF THE WEBSITES, YOU DO SO AT YOUR OWN RISK. You assume all responsibility for, and you release, indemnify and hold harmless Care-Help LLC and the Care-Help Affiliates (as defined in Section 6) from and against, any Claim (as defined in Section 6), liability, damages, attorneys fees, costs or expenses of any kind, incurred by you or by any other person, including without limitation any person whom you care for, advise, or influence, arising out of use of either of the Websites, reliance upon, or any action or omission to act taken in reliance upon any content of any kind (including without limitation any User Content), found on, referred to in, linked to from, or derived directly or indirectly from use of, either of the Websites or from any other user of either of the Websites.**

## **4. No Professional Advice**

You acknowledge and agree that all content on or linked to from the Websites, including without limitation any and all articles, columns, comments, questions, answers, forum topics or replies, User Content (as defined below) or Third Party Content (as defined below), is for information only, and does not constitute legal, medical, financial, care management, or other professional advice. You acknowledge that neither Care-Help LLC nor the Websites provide professional advice of any kind, and you understand and agree that no professional relationship of any kind (including without limitation any attorney-client relationship or other professional relationship) is formed with you by or through your use of the Websites or by or through any communication you may have with Care-Help LLC, any of the Care-Help Affiliates or any other users of the Websites, whether by e-mail, telephone, participation in online forums on the Websites, submission or exchange or comments on the Websites, or otherwise. You agree that you will not use the Websites as a substitute for or supplement to advice from qualified professionals in the applicable areas,

whether they be medical, care management, financial, legal, real estate, or other professionals. You understand and agree to all of the provisions of Section 3 above, and you acknowledge Care-Help LLC's advice and warnings to you that you should obtain qualified professional advice from the proper, qualified professional before taking any action or omitting to take any action.

## 5. User Content and Contributions to the Websites

**5.1 Registration.** Each of the Websites requires registration and login, separately for each Website, with your unique username and password in order to post any comment, participate in any group or forum discussion, or otherwise submit content of any kind for posting to either of the Websites, or to access and use certain services provided by the Websites. By registering, you are representing and warranting that you have read and understand, and you are agreeing to all of the terms and conditions in this Agreement, including the [Code of Conduct](#), [Editorial Policy](#), [Privacy Policy](#), all Disclaimers, instructions and terms posted on the Websites, and all other Incorporated Terms. If you wish to advertise on either of the Websites, you must also agree to the terms and conditions of a separate [Advertising Service Agreement](#). Approval and placement of any User Content, including without limitation any advertisements, on either of the Websites will be at Care-Help LLC's sole discretion. In all cases, you agree (i) to provide Care-Help LLC with accurate, truthful, and complete registration information, including all information required by the registration form(s) on the Websites and including without limitation your accurate and functioning e-mail address, and to update all of this information continually so that it remains accurate, truthful, complete and current at all times, and so that Care-Help LLC at all times has your accurate, current and functioning e-mail address where you can be contacted by Care-Help LLC at all times, (ii) to comply with this Agreement, the Editorial Policy, Code of Conduct, Privacy Policy, all Disclaimers, terms, rules, instructions and requirements stated on the Websites, and all other Incorporated Terms in completing your profile upon registration, and in posting or submitting for posting any content on either of the Websites, and (iii) if you apply to place advertisement(s) on either of the Websites, to submit accurate, truthful, and complete information in the proper fields of any advertising application form provided by Care-Help LLC or found on the Websites, as well as within each advertisement you submit. You will inform Care-Help LLC of any changes to your registration information or listing information.

You warrant that your registration is for a single person or entity only, and that you will not permit anyone other than yourself or authorized users on behalf of your business entity to access and use sections or services of the Websites requiring registration using your username and password. When you register to submit content to either of the Websites, you will designate a username and you will designate or be provided a password. As part of each Website's registration process, you will receive an e-mail confirming your username and password and/or providing you a link which you must click to validate your account. You are responsible for maintaining the confidentiality of your username, password and account for each Website, and for each Website you are fully responsible for all activities that occur under your username, password or account. You agree to (a) immediately notify Care-Help LLC of any unauthorized use of your username, password or account for either of the Websites or any other breach of security, or if you suspect the privacy of your username, password or account for either Website has been jeopardized, and (b) log out of each Website at the end of each session. You are responsible for all access to and use of either or both of the Websites through your username, password, or account, including access to or use of any services the use of which results in monetary charges or damages of any kind to you, whether or not you have knowledge of or authorize such access and use.

**5.2 Your Responsibility for User Content.** Subject to this Agreement and the rules stated in the Code of Conduct, Editorial Policy, Privacy Policy, and on the Websites, and Care-Help LLC's editorial judgment, in its discretion, Care-Help LLC provides opportunities to registered users to contribute content to the Websites, including those who submit articles, posts, or columns for potential publication, those who submit comments on the Websites or post topics or replies in the forums, and those who subscribe to place advertisements on the Websites, as well as any users who Care-Help LLC, in its discretion, may permit to submit other content, such as tags, ratings (including "best answers," "best comments" or other ratings, tags, or designations, if any), reviews, coupons, or other content for posting or potential posting on the Websites. All such content submitted or posted by users, including without limitation all articles, columns, posts, data, text, links, comments, forum topics, forum replies and discussion, ratings, reviews, business listings or other listings or advertisements of any kind, deals, coupons, or other user-generated content, software, photographs, avatars, graphics, video, music, sound, messages, trademarks, trade names, copyrighted material, and other content of any kind whatsoever posted by or for you or any user on the Websites are referred to herein, collectively, as "**User Content**."

You understand and agree that you are solely and exclusively responsible for all User Content posted by or for you on the Websites, whether publicly posted or privately transmitted. You further acknowledge and agree that Care-Help LLC will have no responsibility or liability of any kind for any User Content posted by you or by other users on either of the Websites. You hereby waive and release, and indemnify Care-Help LLC and the Care-Help LLC Affiliates (as defined in Section 6 below) from and against, any Claims (as defined in Section 6) arising out of, connected with, or relating to any User Content posted by or for you and/or any User Content that may be posted by any other user or any Third Party Content (as defined in Section 5.7), including without limitation any such User Content or Third Party Content that names, refers to or describes you, any person or entity affiliated with you, or any content posted by you on the Websites.

You expressly acknowledge and agree that the Websites are a public service and domain, that once you submit your User Content for inclusion on the Websites it will be accessible by others including the general public, and that there is no confidentiality or privacy with respect to your User Content so submitted or posted on the Websites, including any personally identifying information that you include in any User Content that you post, make available online for posting, or submit to the Websites or Care-Help LLC for posting to the Websites. You further agree and acknowledge that your User Content and any associated public user profile submitted to the Websites may appear on the Websites and potentially on other websites to which your User Content may be forwarded or linked by other users, as well as on other Care-Help LLC websites, perpetually, or in the case of the Websites or any other Care-Help LLC website, as long as Care-Help LLC, in its discretion, may determine.

You further acknowledge and understand that any posting of any article, column, post, comment, reply, forum topic, question, answer, listing, advertisement or other User Content on the Websites by or for you, or by any other user about or referring to you or your business, products or services, which contains your e-mail address may result in your receiving spam and other undesired e-mails. You acknowledge and agree that neither Care-Help LLC nor any Care-Help LLC Affiliates or Third Party Suppliers are, or shall be, responsible for your receiving such spam or undesired e-mails or any costs or expenses incurred by you as a consequence thereof, and you hereby release and indemnify Care-Help LLC, the Care-Help LLC Affiliates and Care-Help LLC's Third Party Suppliers from all Claims and liability of any kind arising out of or in connection with your receiving any such spam or undesired e-mails.

Subject to compliance with this Agreement and all of the Legal Documents for the Websites, there is no charge made to you to submit your User Content (other than advertisements, for which charges will be made as determined by Care-Help LLC); provided that Care-Help LLC may at some point offer other services or publication options on the Websites for which charges may be imposed as may be described on the Websites, amended Legal Documents, or other Care-Help LLC websites. You will not receive any compensation, remuneration, or payment of any kind in exchange for submitting or posting your User Content on the Websites or granting the license that you grant in Section 5.3. You will receive on the Websites such recognition and attribution of authorship for any articles, columns or posts you submit which Care-Help LLC, in its discretion, elects to publish on the Websites as provided below and/or stated by Care-Help LLC on the Websites.

**5.3 Grant of License for User Content.** By posting, providing, publishing, uploading, submitting, transmitting, distributing, or otherwise making available for posting or publication on either of the Websites any User Content, you hereby grant to Care-Help LLC, and/or warrant that the owner of the following rights has expressly granted to Care-Help LLC, a worldwide, irrevocable and perpetual, fully-paid, royalty-free, nonexclusive, right and license to use, access, reproduce, adapt, modify, publish or re-publish (electronically or otherwise), link to, translate (by Google Translator, other electronic means, or otherwise), publicly perform, publicly display, distribute, sublicense, transfer, assign, and create derivative works and compilations from, forward, share with others (including other websites) via AddToAny, share this, or other social media tools, rate, review, tag, or comment on your User Content (and/or permit other users of the Websites so to forward, share, rate, review, tag, or comment on) your User Content, and to incorporate your User Content into any form in any medium or technology, now known or later developed. Care-Help LLC may sublicense or assign all or part of its rights under this license to any Care-Help LLC Affiliates or other persons or entities. Care-Help LLC may do any or all of the foregoing without identifying or crediting you with respect to or as author of any of your User Content, except for any article or column published on the Websites under your name and byline, any re-publication, distribution or use of which by Care-Help LLC shall credit you as author. You waive all moral rights with respect to any User Content posted by or for you, or about you, your product(s), professional service(s), business or other entity. You further agree that Care-Help LLC is free to use any ideas, know-how, concepts, techniques or other materials or User Content of any kind you upload to either of the Websites or send to us via e-mail or any other means, for any purpose; provided that any article or column published on the Websites under your byline shall not be re-published, distributed, or used by Care-Help LLC without crediting you as author thereof. Care-Help LLC has no duty or obligation, express or implied, to post, host, or otherwise include any of your User Content on the Websites, to remove any of your User Content from the Websites, or to return any of your User Content to you, unless Care-Help LLC, in its sole discretion so determines, even if you terminate your registration and use of the Websites.

You further grant to Care-Help LLC, and Care-Help LLC reserves, the right to sell, license and/or display any advertising, links, promotional and/or distribution rights in connection with any of your User Content, including without limitation any articles, columns, posts, comments, questions, answers, replies or new topics in the forums, ratings, or listings posted or submitted by you to the Websites, and Care-Help LLC will be entitled to retain any and all revenue generated from any sales or licenses of such advertising, links, or promotional or distribution rights. Nothing in this Agreement obligates or may be deemed to obligate Care-Help LLC to sell, license or offer to sell or license any advertising, promotion or distribution rights.

**5.4 Your Representations and Warranties regarding User Content Posted by or for You.** You represent and warrant to Care-Help LLC and the Care-Help Affiliates: (i) that you own the User Content posted by or for you on the Websites or otherwise have the right to grant the license set forth in Section 5.3; (ii) that your posting or submission for publication, and Care-Help LLC's publication, of the User Content on or through the Websites does not and will not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person or entity; (iii) that your posting or submission for publication of the User Content is in compliance with this Agreement, including all Incorporated Terms, the [Code of Conduct](#), the [Editorial Policy](#) and the [Privacy Policy](#) for the Websites, as amended by Care-Help LLC from time to time and posted on the Websites, and in the event your User Content includes advertising to be placed on the Websites, that your User Content and its posting is also in compliance with the [Advertising Service Agreement](#) for the Websites, (iv) that the User Content posted by or for you is true, correct, current, and complete in every respect, and accurately and truthfully states and represents all subject matter contained in such User Content, and that any advertisement submitted by you for placement on the Websites accurately and truthfully depicts and describes your business, product, service, professional practice, or subject matter being promoted thereby, its location and qualifications, (v) that the User Content posted by or for you does not contain any false or misleading statement of fact and does not omit to state any material fact the statement of which is necessary in order for such User Content not to be misleading, (vi) that all User Content submitted by you to Care-Help LLC for potential publication on the Websites will be accompanied, in your submission to Care-Help LLC, by your name and accurate and current e-mail address, and shall not be submitted to Care-Help LLC anonymously, and you warrant that such User Content and your accompanying registration does not and will not misrepresent your identity or affiliation with any person or entity.

By submitting User Content for potential publication or posting on the Websites, or any ideas, suggestions, documents, proposals, comments, feedback, testimonials, and/or other communications ("[Contributions](#)") to Care-Help LLC by e-mail, through contact forms, suggestion or feedback forms on the Websites, or otherwise, you acknowledge, represent and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Care-Help LLC is not under any obligation of confidentiality,

express or implied, with respect to the Contributions; (c) Care-Help LLC shall be entitled to use, edit, modify, publish, post, distribute, or disclose (or choose not to use, edit, modify, publish, post or disclose) such Contributions for any purpose, in whole or in part, in any way, in any media worldwide; (d) Care-Help LLC may have something similar to your Contributions already under consideration or in development; (e) your Contributions automatically become the property of Care-Help LLC without any obligation of Care-Help LLC to you; (f) you are not entitled to any compensation or reimbursement of any kind from Care-Help LLC for your User Content or Contributions, under any circumstances; and (g) your e-mail address, username, URL and IP Address, as well as any other content, information or data you include with such Contributions is true, correct, current and complete, and by providing it to Care-Help LLC, you agree that it will thereby become Care-Help LLC's property, subject to the license provided in Section 5.3 and the terms of this Agreement.

By using any bookmark, share this, link to, AddToAny, or other social media tool or widget on, or with respect to any content on, the Websites, you acknowledge, represent and agree that: (x) your username, e-mail address, URL or IP Address, or other personally identifying information ("**Personal Information**") may thereby be made available to Care-Help LLC, the recipient of such content or link, or another website or service to which such tool or widget may link, (y) your Personal Information may thereby become public and/or come into the possession of third parties, and (z) you release, indemnify and hold harmless Care-Help LLC and the Care-Help LLC Affiliates from any and all Claims of any kind that may arise out of or in connection with your use of such tool or widget or any of the foregoing.

**5.5 Only Lawful Use & Content, Compliant with Code of Conduct, Editorial Policy, and Privacy Policy.** You may not post, publish, upload, submit or distribute any User Content on or through the Websites in violation of this Agreement, including all Incorporated Terms, the Code of Conduct, Editorial Policy, Privacy Policy, or Advertising Service Agreement, or which is unlawful or abusive in any way, including but not limited to User Content that is defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, hateful, or would constitute or encourage a criminal offense, violate the rights, including without limitation intellectual property rights, of any party, or give rise to liability or violate any local, state, federal or international law, rule or regulation, or the rules or regulations of any governmental or administrative agency or body, or securities exchange such as the New York Stock Exchange or NASDAQ or its successor, or the Financial Industry Regulatory Authority, Inc. (FINRA), either intentionally or unintentionally.

**5.6 Care-Help LLC Discretion to Reject, Modify or Remove User Content.** Care-Help LLC, in its sole and complete discretion, may accept, reject, modify, remove or delete any User Content, in whole or in part, at any time, without your permission, with or without cause or reason, and without providing notice or explanation to you. You acknowledge that Care-Help LLC reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit or remove, in whole or in part, any User Content that is submitted, posted, or contributed to the Websites, at any time. Without limiting the foregoing, Care-Help LLC shall have the right to remove and delete, in whole or in part, any User Content that Care-Help LLC determines to be in violation of this Agreement (including without limitation the [Code of Conduct](#), [Editorial Policy](#), [Privacy Policy](#), or other Incorporated Terms) or the [Advertising Service Agreement](#) for the Websites, or to be otherwise objectionable, all as determined by Care-Help LLC in its sole and absolute discretion. Care-Help LLC may (but has no obligation to) impose or apply any such verification procedures, tests, requirements, criteria or conditions for the posting, publication, or maintaining of User Content on the Websites, as Care-Help LLC in its sole discretion may determine, at any time, or from time to time, and Care-Help LLC may reject, modify, or remove, in whole or in part, any User Content that Care-Help LLC, in its sole discretion, finds not to satisfy or comply with any such verification procedures, tests, requirements, criteria, or conditions, at any time.

**5.7 No Care-Help LLC Obligation to Monitor or Verify; No Care-Help LLC Responsibility for User Content, Third Party Content, or for products or services of persons or businesses advertising, listed or linked to on the Websites.** You acknowledge, understand and agree that Care-Help LLC has no obligation to edit, monitor, screen or verify any content, including without limitation any User Content, or to investigate or verify the identity, location, background or veracity of any user, business or person posting, submitting, editing, or identified in any content, including without limitation any User Content, comment, forum topic or reply, post, article, column, review, rating, listing, advertisement or other content on the Websites, whether such content is supplied by a user, any Care-Help Affiliate, any vendor to Care-Help LLC or any third party or other source, including without limitation any other website. You also acknowledge, understand and agree that Care-Help LLC will not screen, monitor or have any control over any voting, tagging, review, or rating function that may be offered to users on the Websites, and will have no responsibility for and no liability arising out of any such voting, tagging, review or other rating made by users on the Websites. You further agree that Care-Help LLC is not responsible for, and shall have no liability for, any User Content or any software, Third Party Technology or Third Party Tools (each as defined in Section 24), or any content of any kind obtained by Care-Help LLC from any other website, from any Care-Help Affiliate, any third party, or any other source, including without limitation any content found via the internet, any content, posts, articles, columns, questions, answers, comments, forum posts, replies or new topics, hyperlinks, listings, advertisements, or other content or data supplied by any user, advertiser (including without limitation Google AdSense), any third party supplier referenced in Section 24 or other third party vendor or supplier (all of the foregoing content sources, including without limitation other websites, being referred to as a "**Third Party Supplier**"; and all of the foregoing content, hyperlinks, software, Third Party Technology or Third Party Tools provided by any Third Party Supplier, or linked to from any content on the Website, being collectively and individually referred to herein as "**Third Party Content**"). Without limiting the foregoing, you acknowledge and agree that Care-Help LLC shall have no obligation or liability of any kind for any Claims (as defined in Section 6) or any kind arising out of any User Content or Third Party Content, including without limitation any such Claims arising out of any mistakes, misclassification, misrepresentation, mischaracterization or miscategorization of any business, person or entity, false or misleading statements of fact or law, defamation, slander, libel, omissions, falsehood or obscenity, infringement of intellectual property rights, or other damages, claims or liabilities of any kind contained in or arising out of any Third Party Content, including without limitation any User Content, or arising out of any statements, opinions, representations or any other form of expression contained in any User Content or Third Party Content, whether appearing on or accessible from the Websites or

otherwise. You further acknowledge and agree that the information and opinions in User Content or in any Third Party Content are not endorsed, recommended or advocated by Care-Help LLC or the Care-Help Affiliates, and do not necessarily reflect the beliefs of Care-Help LLC.

Care-Help LLC does not verify, and shall have no obligation to verify, and does not make and specifically disclaims any representation or warranty as to, the truth or accuracy of any User Content, Third Party Content, or other content on the Websites, including without limitation the content contained in any comment, rating, review, post, article, column, listing, or advertisement on the Websites. You acknowledge and agree that Care-Help LLC does not adopt, ratify, sanction, or endorse, and shall have no liability with respect to or arising out of (i) any User Content, Third Party Content, or any other content submitted or posted on the Websites by any user, Third Party Supplier, Care-Help Affiliate, advertiser, sponsor or other third party, or (ii) any products, services, or business of any person or entity that advertises, is listed on, or posts content of any kind on the Websites, or of any person or entity listed or referred to in or found via any such User Content, Third Party Content, or any other content on the Websites; and you agree that you must evaluate, and bear all risks associated with (a) your use of the Websites, including without limitation any User Content, Third Party Content, or any content whatsoever on the Websites, (b) your reliance on the accuracy, completeness, or usefulness of any User Content, Third Party Content, or other content on the Websites, and (c) your use of any of the services, products or businesses advertised, listed or referred to on the Websites. All Third Party Content is for informational purposes only, and is subject to all of the provisions of these Terms of Use, and may also be subject to the respective terms of use and privacy policies of such Third Party Suppliers.

## **6. Indemnity and Release**

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD CARE-HELP LLC, ITS MEMBERS, MANAGERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, BOARD OF ADVISORS, EMPLOYEES, EDITORS, STAFF, CONTRIBUTING AUTHORS, CONTRIBUTING EDITORS, ADVISORS, CONSULTANTS, AGENTS, REPRESENTATIVES, COUNSEL, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, CO-BRANDERS, AND OTHER PARTNERS AND/OR ASSOCIATES (COLLECTIVELY, THE "**CARE-HELP AFFILIATES**") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DEBTS, OBLIGATIONS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, RIGHTS, DEMANDS, COSTS OR EXPENSES, OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION ATTORNEYS' AND LEGAL FEES AND COSTS (COLLECTIVELY "**CLAIMS**") MADE BY ANY PERSON OR ENTITY, INCLUDING YOU, DUE TO OR ARISING OUT OF (a) ANY CONTENT OF ANY KIND ON OR LINKED TO FROM EITHER OF THE WEBSITES, INCLUDING WITHOUT LIMITATION ANY CONTENT POSTED BY CARE-HELP LLC OR ANY OF THE CARE-HELP AFFILIATES, ANY USER CONTENT SUBMITTED, POSTED TO, OR TRANSMITTED THROUGH THE WEBSITES BY OR FOR YOU OR ANY OTHER USER, ANY THIRD PARTY CONTENT, OR CONTENT POSTED, SUBMITTED OR SUPPLIED TO, OR TRANSMITTED THROUGH THE WEBSITES BY ANY THIRD PARTY SUPPLIER OR ANY OTHER PERSON OR ENTITY; (b) PUBLICATION OR POSTING ON, DECLINING TO PUBLISH OR POST ON, OR DELETION FROM THE IN WHOLE OR IN PART, OF ANY USER CONTENT SUBMITTED BY OR FOR YOU, (c) YOUR USE OF OR RELIANCE UPON THE WEBSITES OR ANY CONTENT ON OR LINKED TO FROM THE WEBSITES OR ANY THIRD PARTY TECHNOLOGY OR THIRD PARTY TOOLS (EACH AS DEFINED IN SECTION 24) ON, LINKED TO FROM, OR FOUND VIA THE WEBSITES, FOR YOURSELF OR ANY OTHER PERSON, (d) YOUR DEALINGS OR COMMUNICATIONS WITH CARE-HELP LLC, ANY OF THE CARE-HELP AFFILIATES, OR ANY PERSON OR ENTITY WHOM YOU FIND OR CONTACT THROUGH CARE-HELP LLC OR ANY CARE-HELP AFFILIATE, OR THROUGH, DUE TO, OR IN CONNECTION WITH YOUR USE OF THE WEBSITES; (e) YOUR USE, FOR YOURSELF OR FOR ANY OTHER PERSON, OF ANY PRODUCT OR SERVICE WHICH YOU FIND, ACQUIRE, OR USE THROUGH OR AS A CONSEQUENCE OF YOUR USE OF THE WEBSITES, OR YOUR USE OF ANY OTHER WEBSITE, BUSINESS OR INFORMATION THAT YOU MAY FIND THROUGH THE WEBSITES OR ANY LINK ON THE WEBSITES; (f) USE BY ANY OTHER PERSON OR ENTITY OF THE WEBSITES OR OF ANY USER CONTENT POSTED ON THE WEBSITES BY OR FOR YOU OR UNDER YOUR USERNAME OR PASSWORD; (g) ANY USE OF YOUR USERNAME, PASSWORD(S) OR ACCOUNT BY ANY PERSON OR ENTITY, WHETHER OR NOT AUTHORIZED BY YOU; (h) ANY ACT OR OMISSION BY YOU, BY CARE-HELP LLC OR ANY OF THE CARE-HELP AFFILIATES, THIRD PARTY SUPPLIERS, OR BY ANY OTHER PERSON OR ENTITY, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE WEBSITES, OR YOUR USE OF THE WEBSITES, (i) TERMINATION OR SUSPENSION OF THE WEBSITES, OR ANY ERROR, DOWN-TIME, OR SECURITY BREACH OF THE WEBSITES, OR ANY REJECTION OF, FAILURE OR REFUSAL OF CARE-HELP LLC TO POST, OR MODIFICATION, SUSPENSION, OR REMOVAL FROM THE WEBSITES, IN WHOLE OR IN PART, OF ANY USER CONTENT SUBMITTED TO OR POSTED ON THE WEBSITES BY OR FOR YOU, OR (j) THIS AGREEMENT OR ANY VIOLATION OR ALLEGED VIOLATION OF THIS AGREEMENT, ANY APPLICABLE LAWS, OR THE RIGHTS OF ANY THIRD PARTY.

YOU FURTHER HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE CARE-HELP LLC AND EACH OF THE CARE-HELP AFFILIATES FROM ANY AND ALL CLAIMS (AS DEFINED ABOVE), OF ANY NATURE OR KIND THAT YOU HAVE, EVER HAVE HAD, OR EVER MAY HAVE DUE TO OR ARISING OUT OF ANY OF THE CAUSES LISTED AND ENUMERATED IN CLAUSES (a) THROUGH (j) IN THIS SECTION ABOVE, AND YOU AGREE NOT TO BRING ANY ACTION, LITIGATION OR PROCEEDING OR ASSERT ANY CLAIMS OR DEMANDS AGAINST CARE-HELP LLC OR ANY OF THE CARE-HELP AFFILIATES.

## **7. Communications and Dealings with Third Parties**

Your dealings or communications through the Websites with any person or entity other than Care-Help LLC are solely between you and that third party. Under no circumstances will Care-Help LLC be liable for any goods, services, resources or content available through such third party dealings or communications, or for any harm related thereto. You hereby release, indemnify and hold harmless Care-Help LLC and all Care-Help LLC Affiliates from and against any and all Claims or any nature or kind that may be asserted by you or any other person or entity arising out of your dealings or communications with any person or entity found through the Websites or any content or link on the Websites, including without limitation any dealings or communications you may have with any third party listed in or referred to in any advertisement, listing, sponsored link, User Content, Third Party Content, or any other content on the Websites.

## **8. Links to Other Websites and Search Results**

The Websites contain links to websites operated by other parties. Care-Help LLC, the Care-Help Affiliates, Care-Help LLC's advertisers, Third Party Suppliers, and users may provide these links to other websites as a convenience, and your use of these other websites is at your own risk. The linked sites are not under the control of Care-Help LLC, and Care-Help LLC is not responsible for the content on these or any other third party sites. Such links do not imply Care-Help LLC's endorsement of information or material on any other site and Care-Help LLC disclaims all liability with regard to your access to and use of such linked websites.

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## **9. Links to the Websites or their Content**

Unless otherwise set forth in a written agreement between you and Care-Help LLC, you must adhere to Care-Help LLC's linking policy in connection with any hyperlinks to the Websites or to any content on or part of the Websites, which you place on any other website or electronic medium, as follows: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the reputation of Care-Help LLC or the Websites, (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization, business or entity is sponsored by, affiliated with, or associated with Care-Help LLC or the Websites or that Care-Help LLC or the Websites endorses or otherwise approves of your organization, business, product(s) or service(s), (iii) when selected by a user, the link must display the Websites on full-screen and not within a "frame" on the linking Websites, (iv) the link must comply with this Agreement and the Code of Conduct and Editorial Policy for the Websites, and (v) Care-Help LLC reserves the right to revoke its consent to the link at any time and in its sole discretion, and you shall thereupon immediately remove all such hyperlinks. This paragraph applies to links to any page on the Websites and/or any content available on or through the Websites, including without limitation any content in any post, category listing page, search page, or widget.

## **10. Trademarks**

The HelpingYouCare™ name and logo, and HelpingYouCare.com™, AnswersForCare™, CaregiversCollege™, CaringTube™, BooksForCaregivers™, CareHelpFinder™, FindCareHelp™, ThingsForElderNeeds™, OurTimeForCare™, CaregiversLikeUs™, CareWiki™, VoicesForCare™, HelpingYouCare Monthly™, Care-Help™, and Care-Help LLC™, and related names and logos, all are trademarks/service marks of Care-Help LLC, and may not be used by any other person or entity. Unauthorized use of any Care-Help LLC trademark, trade name, service mark or logo, or unauthorized use of any trademark, trade name service mark or logo of any third party, including without limitation any of the Care-Help Affiliates, or Care-Help LLC's Third Party Suppliers, service providers, advertisers, or any person or entity posting or contributing User Content to the Websites, may be a violation of federal and state trademark laws. All third party trademarks are the property of their respective owners, and cannot be used without permission. Third party trademark references herein do not constitute or imply affiliation with, endorsement, or recommendation of Care-Help LLC or the Websites by the respective trademark owners, and do not constitute or imply affiliation with, endorsement, or recommendation of such third party trademark owners by Care-Help LLC or the Websites.

## **11. Modifications to or Discontinuance of Site, in Whole or in Part**

Care-Help LLC reserves the right at any time and from time to time to modify, take down, or discontinue, temporarily or permanently, the Websites, or any portion thereof, with or without notice. You agree that Care-Help LLC shall not be liable to you or to any other person or entity for any modification, downtime, suspension, or discontinuance of the Websites or of any content, listing or portion thereof, in whole or in part, and you acknowledge and agree to all of the disclaimers of warranties contained in Section 19 and to the limitations of liability in Section 20 of this Agreement.

## **12. Suspension and/or Termination Rights**

Care-Help LLC reserves the right, at its sole discretion, immediately and without notice or explanation to you, to suspend or terminate (i) your registration on either of the Websites, (ii) your ability to submit or post User Content, in whole or in part, on the Websites, and/or (iii) your ability to access the Websites, and/or to remove any User Content or Third Party Content. Care-Help LLC may so act for any reason, in Care-Help LLC's discretion, and without providing any notice, reason, or explanation to you. Without limiting the generality of the foregoing, Care-Help LLC, in its discretion, may act as provided in the previous sentence (i) if Care-Help LLC determines, in its judgment, that you have breached any provision of this Agreement (including the Code of Conduct, Editorial Policy, Privacy Policy, any warnings, terms, instructions, guidelines, or disclaimers posted on the Websites, or any other Incorporated Terms) or the Advertising Service Agreement, or (ii) if Care-Help LLC, in its judgment and discretion determines any conduct or omission to act by you to be inappropriate. You agree that Care-Help LLC shall not be liable to you or any other person or entity for any such suspension, termination or removal of content, in whole or in part, and you hereby release, indemnify and hold Care-Help LLC and the Care-Help LLC Affiliates harmless from and against any and all Claims of any kind arising in connection with such suspension, termination or removal of content.

## **13. Notice of Claims for Copyright Infringement; Copyright Policy**

If you are a copyright owner or agent thereof and believe that content posted on the Websites infringes upon your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)) to our Copyright Agent with the following information: (a) the name of the owner of the copyright and the name and an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (b) a description of the copyrighted work that you claim has been infringed;

(c) the URL of the location on our Websites containing the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent can be reached by mail addressed to: Care-Help LLC, ATTN: MANAGING MEMBER, CC: LEGAL COUNSEL, 3308 East Atlantic Boulevard # 2012, Pompano Beach, FL 33062, or by email to [Admin@HelpingYouCare.com](mailto:Admin@HelpingYouCare.com). Please place the words, "Notice of Copyright Infringement" in the subject line of your e-mail.

#### **14. Privacy Policy**

We believe that your privacy and the privacy of all of our users is important. Please review our [Privacy Policy](#), which is posted on the Websites. By using the Websites, you agree to all of the terms stated in our [Privacy Policy](#). If you do not agree with our [Privacy Policy](#), you may not use the Websites.

#### **15. Disclosure of Personal Information and User Content**

Without limitation of any of the rights granted to Care-Help LLC herein, you acknowledge and agree that Care-Help LLC may preserve, use and disclose your Personal Information and any information you submit in registering on the Websites (collectively, "**Registration Information**"), and/or any User Content in accordance with, without limitation, our Privacy Policy, Listing & Advertising Agreement, and this Agreement.

Without limiting the foregoing, Care-Help LLC may, without notice to you, (i) disclose to and share with the Care-Help Affiliates any Registration Information or User Content, (ii) use such Registration Information or User Content to contact you regarding any User Content you have submitted to the Websites or for any other purpose, (iii) disclose any Registration Information or User Content to any of Care-Help LLC's third party vendors, Third Party Suppliers, or service providers in connection with conducting its business and providing and maintaining the Websites, and (iv) disclose any Registration Information or User Content to any other persons or entities in the good faith belief that such disclosure is reasonably necessary to (a) operate the Websites and/or provide the services of the Websites to you and others on the Websites, (b) comply with any law, rule, regulation, court order, or legal process, (c) respond to Claims that any User Content violates the rights of third-parties, (d) protect the rights, property, or personal safety of Care-Help LLC, any of the Care-Help Affiliates, any user of the Websites, any other person or entity, or the public, (e) enforce these Terms of Use or any of the Incorporated Terms, including without limitation the Code of Conduct, Editorial Policy, or Privacy Policy, or the Advertising Service Agreement, or (f) protect the rights or interests of Care-Help LLC or the Care-Help Affiliates. Without limiting the foregoing, you also agree that Care-Help LLC may, without notice to you, (A) report to the appropriate authorities any conduct by you or any other person(s) acting for or affiliated with you or any entity you represent that Care-Help LLC believes violates applicable law, and (B) provide any information that it has about you or any other person(s) acting for or affiliated with you or any entity you represent, in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in any civil or criminal action that on its face meets the requirements for such a request.

Notwithstanding anything to the contrary herein, Care-Help LLC may further disclose, transfer, sell or assign this Agreement, all Incorporated Terms, all of the Legal Documents, and all documents or agreements incorporated herein or referred to herein, and all User Content and Registration Information submitted by you, to third parties in connection with or as a result of any merger, consolidation or combination of Care-Help LLC with another entity, joint venture of Care-Help LLC with another person or entity, or sale or transfer of assets, business or ownership interests of Care-Help LLC to another party, or any assignment of this Agreement and/or any of the other above-referenced documents or agreements, or in connection with a delegation of Care-Help LLC's duties hereunder or thereunder in whole or in part. Care-Help LLC may enter into any of the foregoing transactions at any time, in its discretion, without obtaining any consent thereto from, or providing any notice thereof to, you.

#### **16. Wireless Access**

You acknowledge that, depending on your wireless data plan, your wireless company may impose fees in connection with your wireless access or use of the Websites, and you agree that you are solely responsible for such fees. Similarly, by forwarding or transmitting content or links from the Websites to a mobile device, you may cause the recipient of your message to incur SMS and/or messaging fees, and you agree that you are solely responsible for such fees.

#### **17. Lost Data; Back-Up**

Care-Help LLC is not responsible for any lost data or loss of User Content resulting from the operation of the Websites and/or the enforcement of this Agreement or any of the Incorporated Terms or Legal Documents, and is not obligated to maintain back-up copies or any copies of any User Content, or to return to you any of your User Content at any time or for any reason whatsoever. You hereby release and indemnify Care-Help LLC and the Care-Help LLC Affiliates from and against any Claims arising out of any loss of data or User Content. We recommend that you retain a copy of all User Content that you post or distribute to, or through, the Websites.

#### **18. Children**

The Websites are not directed toward children under 18 years of age nor does Care-Help LLC knowingly collect information from children under 18. If you are under 18, you may not register on the Websites, nor submit any personally identifiable information to the Websites.

#### **19. Disclaimer of Warranties Regarding Websites**

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YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITES ARE OPERATED ON AN "AS IS", "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND YOUR USE OF THE WEBSITES IS AT YOUR OWN SOLE RISK. NEITHER CARE-HELP LLC NOR ANY OF THE CARE-HELP AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE WEBSITES, OR THE PERFORMANCE OR SECURITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, CARE-HELP LLC SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED, IF ANY, WILL BE SUFFICIENT, OR (E) THAT THE WEBSITES WILL CONTINUE IN OPERATION OR EXISTENCE, IN WHOLE OR IN PART, FOR ANY PERIOD OF TIME. CARE-HELP LLC MAKES NO GUARANTEE OF ANY LEVEL OF TRAFFIC AT ANY GIVEN TIME, AND SHALL NOT BE REQUIRED TO PROVIDE USAGE STATISTICS TO USERS OR OTHERS. USER WAIVES AND RELEASES CARE-HELP LLC AND ITS AFFILIATES FROM ANY CLAIMS ARISING OUT OF OR RELATING TO ANY ALLEGED, PUBLISHED OR UNPUBLISHED USAGE STATISTICS OR VARIANCE THEREFROM.

CARE-HELP LLC MAY SUSPEND, TAKE DOWN, OR STOP OFFERING THE WEBSITES, IN WHOLE OR IN PART, AT ANY TIME, OR FROM TIME TO TIME, WITH OR WITHOUT NOTICE, AND WITHOUT LIABILITY OF ANY KIND TO ANY PERSON OR ENTITY. USER RELEASES AND INDEMNIFIES CARE-HELP LLC AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM ANY INTERRUPTIONS, SUSPENSIONS, MODIFICATIONS, OR DISCONTINUANCE OF THE WEBSITES, IN WHOLE OR IN PART. NEITHER CARE-HELP LLC NOR ANY CARE-HELP AFFILIATES SHALL HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO THE WEBSITES OR ANY USER ACCOUNT BY ANY PERSON, OR ANY ALTERATION, THEFT OR DESTRUCTION OF ANY USER CONTENT, WHETHER THROUGH ACCIDENT, ERROR, FRAUDULENT MEANS OR DEVICES, OR BY ANY OTHER REASON OR CAUSE.

CARE-HELP LLC'S OBLIGATIONS AND PERFORMANCE UNDER THIS AGREEMENT, AND UNDER ALL DOCUMENTS, TERMS AND AGREEMENTS INCORPORATED HEREIN, INCLUDING WITHOUT LIMITATION THE ADVERTISING SERVICE AGREEMENT, ARE ALSO EXCUSED IN THE EVENT OF ANY EVENT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO WAR; TERRORISM; ACT OF GOD; EMBARGOES; DEFAULT, DELAYS, OR FAILURE TO PERFORM BY OUR WEB HOST OR ITS SERVERS, OR BY ANY THIRD PARTY SUPPLIER OR SERVICE PROVIDER; OR ANY OTHER CIRCUMSTANCES BEYOND CARE-HELP LLC'S REASONABLE CONTROL.

NO INFORMATION, ADVICE, OR OTHER COMMUNICATION, WHETHER ORAL OR WRITTEN, RECEIVED BY YOU FROM CARE-HELP LLC, ANY OF THE CARE-HELP LLC AFFILIATES, OR THROUGH OR FROM THE WEBSITES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE, OR THE ADVERTISING SERVICE AGREEMENT. NEITHER CARE-HELP LLC NOR ANY OF ITS SERVICE, DATA OR CONTENT PROVIDERS OR THIRD PARTY SUPPLIERS, NOR ANY CARE-HELP AFFILIATES, SHALL BE LIABLE FOR ANY ERRORS OR DELAYS IN THE CONTENT, FUNCTIONALITY OR SECURITY OF THE WEBSITES, OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON.

## **20. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CARE-HELP LLC DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOU AGREE THAT NEITHER CARE-HELP LLC NOR ANY OF THE CARE-HELP AFFILIATES SHALL BE LIABLE FOR ANY LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR OR ANY OTHER PERSON'S ACCESS TO OR USE OF THE WEBSITES OR ANY CONTENT THEREON, LINKED TO THEREFROM, OR FOUND AS A CONSEQUENCE OF USE OF THE WEBSITES, EVEN IF CARE-HELP LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CARE-HELP LLC'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR YOUR USE OF THE WEBSITES OR ANY CONTENT THEREON, LINKED TO THEREFROM OR FOUND AS A CONSEQUENCE OF YOUR USE OF THE WEBSITES SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO CARE-HELP LLC DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE APPLICABLE CAUSE OF ACTION AROSE.

## **21. Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

## **22. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of laws principles thereof. Those who choose to access the Websites from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable. If you and Care-Help LLC are unable to resolve any controversy or claim related to this Agreement or any of the Incorporated Terms (each a "Dispute"), both

parties agree that all such Disputes shall be decided by a court of competent jurisdiction within Broward County, Florida. You and Care-Help LLC hereby agree that the exclusive jurisdiction and venue for resolution of all Disputes shall be the state or federal courts located in Broward County Florida, and you and Care-Help LLC hereby irrevocably consent to the jurisdiction and venue of such courts and submit to the personal jurisdiction of such courts. BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

### **23. Google Content and Tools**

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### **24. Third Party Technology & Third Party Tools**

The Websites include, rely upon, and are created and built through the use of certain technology, software, website tools, plugins, widgets, code, data, and content provided by certain Third Party Suppliers and other third parties and/or open source software providers (collectively "**Third Party Technology**"). Care-Help LLC is not responsible for, and makes no representation or warranty or any kind, and specifically disclaims any and all warranties or any kind, whether express or implied, with respect to any of the Third Party Technology, including without limitation as to its functionality, service, capability, non-infringement, use, results, accuracy, or security. You may not directly or indirectly sell, distribute, reverse engineer or sublicense any of the Third Party Technology or any portion thereof, or use the Third Party Technology in any way other than as part of your use of the Websites and its functions as permitted pursuant to this Agreement and the Incorporated Terms. Some or all of the Third Party Technology may be copyrighted or owned by other parties, and duplication, dissemination, or use except as provided above is strictly prohibited. Any trademark or trade name used or associated with the Third Party Technology may not be used in any way except with the express prior written consent of Care-Help LLC and/or the trademark or trade name owner. In the event that any traffic reports, statistics, bookmarks, share this, AddToAny, or other social media tools, contact forms, search functions, or other tools, widgets, technology, reports or data based on the Third Party Technology (collectively, "**Third Party Tools**") are provided on or through the Websites, Care-Help LLC does not guarantee, and is not responsible for, the functionality, accuracy, correctness, completeness, or security of any such Third Party Tools, and specifically disclaims any warranties of any kind with respect thereto. You hereby release, indemnify and hold harmless Care-Help LLC and the Care-Help LLC Affiliates from any and all Claims of any kind arising out of or in connection with any Third Party Technology or Third Party Tools or your use thereof.

### **26. Miscellaneous**

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, which shall remain in full force and effect. Headings are for reference purposes only, are not a part of this Agreement, and shall have no effect on the meaning or construction any part of this Agreement. Care-Help LLC's failure to act with respect to any breach by you or others of any terms of this Agreement does not waive any other breaches or Care-Help LLC's right to act with respect thereto. This Agreement (including the Code of Conduct, Editorial Policy, Privacy Policy, and all other Incorporated Terms, and any other documents which Care-Help LLC, in its discretion, may at any time specifically incorporate herein by reference), together with the Advertising Service Agreement, set forth the entire agreement between you and Care-Help LLC with respect to the subject matter hereof and thereof; provided, however, that this Agreement and such Incorporated Terms and any other such agreements and documents shall be read in conjunction with any other Care-Help LLC advertising, subscription, or listing service agreement(s) entered into by you with Care-Help LLC. Whenever the term "Websites" is used in this Agreement, it shall be construed to mean "either or both of the Websites." Any cause of action or Claim with respect to this Agreement; the Incorporated Terms; the Advertising Service Agreement; any other document, agreement or terms referenced in or incorporated herein; or the Websites, which you may allege you have must, in any case, be commenced within six (6) months after the Claim or cause of action arises or such Claim or cause of action shall be barred. Data and information relating to securities or to companies with traded securities shall not be posted or published on the Websites by any user, and no content on the Websites may be relied upon in connection with the purchase or sale or any security.

Please direct any questions you may have about this Agreement, or any other legal matters, to the following e-mail address: [Admin@HelpingYouCare.com](mailto:Admin@HelpingYouCare.com), and please place the words "Legal Matter" in the subject line of your e-mail.