

Terms of Service Senior Care Navigation

By utilizing CareSift Senior Care Navigation Service ("Service"), you and person in need of care ("Client") agree to this Terms of Service.

Fees: CareSift does not charge any fees to you or Client for Senior Care Navigation Service.

Termination: Either you or CareSift may cancel Service support at any time.

<u>Service</u>: CareSift provides a Senior Care Navigation Service, helping you identify available senior housing and care options. Based on the the stated needs and preferences of Client, we provide information about contracted communities ("Care Providers"). We do not exercise judgment as to the quality of, nor do we recommend or endorse, any Care Provider. We provide only information services and do not: (1) place the Client in any Care Provider, (2) perform any medical assessment of or for the consumer or the Care Provider, or (3) participate in the Client's and Care Provider's decision regarding final selection or admittance.

Equal Opportunity: CareSift is an equal opportunity employer and refers Clients, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client will indemnify and defend CareSift with respect to any and all claims in which Client violated federal, state and/or local laws, including costs of suit, settlement and attorneys' fees.

Limitation of Liability: CareSift does not warrant or guarantee any information or services provided by CareSift staff ("Advocate"), agent of CareSift, or agent of any Care Provider. Accordingly, you acknowledge and agree that CareSift is not responsible for any aspects of any Client, including, without limitation, any Care Provider's service, Care Provider information, or information provided by CareSift. Because CareSift is providing free Senior Care Navigation to Client only, and Client is directing and supervising CareSift for these Services, CareSift shall not be liable: (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Care Provider/Advocate/agent of CareSift, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, or earnings) whether arising in contract, tort or otherwise. Client shall indemnify CareSift, and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims. Client understands there are many variations to Care Providers, and will perform their own due diligence to ensure Care Provider services provided match their specific requirements (e.g., language, location...etc.).

No Representations or Warranties: You and Client acknowledge and agree: (a) that CareSift makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information or service provided; (b) that, in no event, shall CareSift be liable to Client or agents of Client, the Representatives, or to any other person for any losses, liabilities, damages, claims, demands or expenses resulting from connected with, or arising out of the use of CareSift, or Care Provider; and (c) that the use of information provided by CareSift does not confer upon the Client any interest in information provided by CareSift.