

## Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("SITE TERMS") CAREFULLY. YOUR USE OF THE SITE IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE SITE TERMS WITHOUT MODIFICATION. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THESE SITE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE SITE TERMS, DO NOT USE THIS WEB SITE.

The Web site you are accessing (the "Site") is provided by Sequentia Corporation.

These Site Terms apply exclusively to your access to and use of the Site so please read them carefully. These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Sequentia Corporation. We reserve the right to change or modify any of the Site Terms and the Site, at any time. If we decide to change our Site Terms, we will post a new version on the Site and update the date. Any changes or modifications will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your use of the Site following the posting of changes or modifications to the Site Terms will constitute your acceptance of the revised Site Terms. Therefore, you should frequently review the Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must immediately stop using the Site.

## Post-Acute and Extended Care Providers

Any care provider that offers clinical services, housing and/or supportive services to post-acute patients, elderly and/or disabled individuals of the nature referenced on this Site (including Alzheimer's care facilities, assisted living facilities, in-home care services, mental health care, skilled nursing facilities, retirement facilities, adult day care facilities, senior apartment facilities or hospice facilities), is eligible to be included on our website provided that such provider represents to us that they are licensed, and will at all times remain licensed, by the state in which they operate (unless their state doesn't require licensure). We impose no requirements on our partner providers as to the manner in which they deliver services to residents.

## Our Services

We help patients (in hospital or at home), family members and caregivers identify and review post-acute care provider options, including clinical care needs and desired personal services and amenities.

No Endorsement; No Affiliation

We provide no independent judgment as to the quality of the care provider(s), nor do we endorse any provider(s). We do not provide specific advice regarding which provider(s) you should use and you should only make decisions regarding service providers after consulting with them, your family members

and other knowledgeable sources, based on your specific needs, after a thorough review and investigation. Sequentia Corporation is not owned or affiliated or related in any way with any of the providers listed on our Site.

## No Professional Advice

The information contained on this Site may include content that relates to medical, legal, financial or other professional matters. It is provided for informational, educational and discussion purposes only and should not be used, interpreted, or relied upon as professional medical advice, diagnosis or treatment; legal; financial or professional advice; or advice regarding which service providers you should use. You should consult with a medical doctor, attorney, financial or other professional if you need assistance with matters that fall into their area of expertise.

## Account Security

Each person that is provided with a Sequentia platform password and user ID to use the Site must agree to abide by these Site Terms and is responsible for all activity under such user ID. You are responsible for maintaining the confidentiality and security of any password connected with your account.

## Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding Sequentia Corporation or the Site, provided by you in the form of e-mail or submissions to us, or postings on the Sites, are non-confidential. We will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## Hyperlinks

We make no claim or representation regarding, and accept no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or websites linking to the Site. Such sites are not under our control and we are not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by us of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

## Disclaimer

THE SITE AND THE SITE MATERIALS (INCLUDING ALL THIRD PARTY CONTENT), AND ALL LINKS, INFORMATION, MATERIALS, EVALUATIONS AND SERVICES PROVIDED ON OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT USE OF THE SITE AND THE MATERIALS IS AT YOUR SOLE RISK. SEQUENTIA

CORPORATION AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SITE, THE SITE MATERIALS, LINKS, INFORMATION, MATERIALS, SERVICES AND PRODUCTS AVAILABLE ON OR THROUGH ON THE SITE. IN ADDITION, SEQUENTIA CORPORATION IS NOT RESPONSIBLE FOR THE PRODUCTS OR SERVICES PROVIDED BY, OR THE CONDUCT OF, ANY THIRD PARTY SERVICE PROVIDER OR ITS AGENTS OR EMPLOYEES (EVEN IF WE HAVE INTRODUCED YOU TO SUCH PARTY OR PARTIES), INCLUDING WITHOUT LIMITATION, ANY ALZHEIMER'S CARE FACILITY, ASSISTED LIVING FACILITY, HOME CARE FACILITY, SKILLED NURSING FACILITY, RETIREMENT FACILITY, ADULT DAY CARE FACILITY OR HOSPICE FACILITY, WHETHER OFFLINE OR ONLINE. NO ORAL OR WRITTEN INFORMATION FROM SEQUENTIA CORPORATION OR ANY OTHER PARTY WILL MODIFY THIS DISCLAIMER. SEQUENTIA CORPORATION EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR COVENANTS THAT THE MATERIALS ON THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE WE ATTEMPT TO ENSURE YOUR ACCESS AND USE OF THE SITES IS SAFE, SEQUENTIA CORPORATION DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL SEQUENTIA CORPORATION BE LIABLE TO USER FOR ANY OF THE PRODUCTS, SERVICES, CONTENT OR INFORMATION PROVIDED THROUGH THE SITE OR OTHERWISE PROVIDED BY OR ON BEHALF OF SEQUENTIA CORPORATION.

## Limitation of Liability

IN NO EVENT WILL SEQUENTIA CORPORATION BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE OR THE SITE MATERIALS.

## Termination

We may terminate or suspend your access to the Site at any time, with or without cause, and with or without notice. Upon such termination or suspension, your right to use the Site will immediately cease. Furthermore, we reserve the right not to respond to any requests for information for any reason, or no reason.

## Applicable Law and Venue

These terms and conditions are governed by and construed in accordance with the laws of the State of Delaware, applicable to agreements made and entirely to be performed within the State of Delaware, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these terms and conditions can be filed only in state or federal court located in Delaware and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.

## General Terms

If any part of the Site Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision

that most closely matches the intent of the original provision and the remainder of the Site Terms will continue in effect. We may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense your rights, if any, in the Sites. Except as expressly stated herein, the Site Terms constitute the entire agreement between you and us with respect to the Site.