Terms of Use

Last Modified: July 22, 2022

Acceptance of the Terms

These Terms of Use are entered into by and between you and Homewood Retirement Centers, Inc. (**"Homewood,"** "**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms**"), govern your access to and use of Homewood website(s), including www.homewood.com and any websites of our affiliates or subsidiaries which are governed by these Terms, including any content, functionality, and services offered on or through such websites (collectively, the "**Sites,**" and each individually, the "**Site**").

Please read the Terms carefully before you start to use the Site. By using the Site, you accept and agree to be bound and abide by these Terms and our Privacy Policy, found at https://homewood.com/foundation-faqs-forms#privacy incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Sites.

This Site is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. Homewood will endeavor to notify you of material changes to these Terms by email if you provide us with your email address but will not be liable for any failure to do so. What constitutes a material change will be determined in our sole discretion. If any future changes to these Terms are unacceptable to you or cause you to no longer be in compliance with these Terms, you must immediately stop using the Sites. Your continued use of the Sites following any revision to these Terms constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by applicable laws or regulations.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Sites, and any service or material we provide on the Sites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Sites is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Sites, or the entire Site, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Sites through your internet connection are aware of these Terms and comply with them.

To access the Sites or any of the resources they offer, including resources provided by third parties, you may be asked to provide certain registration details or other information. It is a condition of your use of the Sites that all the information you provide on the Sites is correct, current, and complete. You agree that all information you provide to register with the Sites, including, but not limited to, through the use of any interactive features on the Sites, is governed by our Privacy Policy for at https://homewood.com/foundation-faqs-forms#privacy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that any such account is personal to you and agree not to provide any unauthorized person with access to the Sites or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Intellectual Property Rights

The Sites and their entire contents, features, and functionalities are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Sites for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Sites, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display

enhancement purposes.

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Prohibited Uses

You may use the Sites only for lawful purposes and in accordance with these Terms. You agree not to use the Sites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.

- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site, including their ability to engage in any activities through the Site.

- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Site.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.

- Otherwise attempt to interfere with the proper working of the Site.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. We may update the content on this Site from time to time, but its content is not necessarily complete or up to date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

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All information we collect on this Site is subject to our Privacy Policy https://homewood.com/foundation-faqs-forms#privacy . By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website

You may link to our homepage(s), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

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agree to hold Homewood harmless from any liability that may result from your use of third-party links that may appear on the Sites.

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You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Sites for any reconstruction of any lost data.

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NEITHER THE COMPANY, ITS AFFILIATES OR SUBSIDIARIES, NOR ANY PERSON ASSOCIATED WITH THEM, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY, ITS AFFILIATES OR SUBSIDIARIES, NOR ANY PERSON ASSOCIATED WITH THEM REPRESENTS OR WARRANTS THAT THE SITES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR ANY SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Sites, any use of the Site's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Sites.

Governing Law and Jurisdiction

All matters relating to the Sites and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Sites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your state or country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

The Terms and the Privacy Policy constitute the sole and entire agreement between you and Homewood regarding the Sites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Sites.

Your Comments and Concerns

This website is operated by Homewood Retirement Centers, Inc.

All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to Lisa Defibaugh lddefibaugh@hmwd.org