

Website Terms of Use

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Acceptance of the Terms of Use

These terms of use are entered into by and between You and Radiant Senior Living, Inc. ("**Radiant Senior Living**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the website radiantseniorliving.com or any other website that links to these Terms of Use, including any content, functionality, and services offered on or through the website radiantseniorliving.com or any other website that links to these Terms of Use (the "**Websites**").

Please read the Terms of Use carefully before you start to use the Websites. **By using the Websites or by clicking to accept or agree to the Terms of Use if or when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [PRIVACY POLICY URL], incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Websites.

The Websites are 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 Websites, you represent and warrant that you are of legal age to form a binding contract with Radiant Senior Living and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Websites.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Websites thereafter. However, any changes to the dispute resolution provisions set out in the **Governing Law and Jurisdiction** section will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Websites.

Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Accessing the Websites and Account Security

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

You are responsible for both:

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

To access the Websites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current, and complete. You agree that all information you provide to register with the Websites or otherwise, including, but not limited to, through the use of any interactive features on the Websites, is governed by our *Privacy Policy* [[LINK TO PRIVACY POLICY](#)], 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 user name, 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 your account is personal to you and agree not to provide any other person with access to the Websites or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name 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 user name, 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 of Use.

Intellectual Property Rights

The Websites and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Radiant Senior Living, 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.

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- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Websites.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Websites.

You must not access or use for any commercial purposes any part of the Websites or any services or materials available through the Websites.

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Trademarks

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Prohibited Uses

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

- 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 Radiant Senior Living, a Radiant Senior Living employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm Radiant Senior Living or users of the Websites, or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the sites or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.

- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Websites.
- 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 Websites, the server on which the Websites are stored, or any server, computer, or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

Reliance on Information Posted

The information presented on or through the Websites 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 Websites, or by anyone who may be informed of any of its contents.

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Changes to the Websites

We may update the content on the Websites from time to time, but their content is not necessarily complete or up-to-date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Websites

All information we collect on the Websites is subject to our Privacy Policy [[LINK TO PRIVACY POLICY](#)]. By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Websites

You may link to our homepage, 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.

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.

- Cause the Websites or portions of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Websites other than the homepage.
- Otherwise take any action with respect to the materials on the Websites that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

Links from the Websites

If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Websites is based in the State of Oregon in the United States. We provide the Websites for use only by persons located in the United States. We make no claims that the Websites or any of their content is accessible or appropriate outside of the United States. Access to the Websites may not be legal by certain persons or in certain countries. If you access the Websites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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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 RADIANT SENIOR LIVING, 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 WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES 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 Radiant Senior Living, 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 of Use or your use of the Websites, including, but not limited to, any use of the Websites' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Websites.

Governing Law and Jurisdiction

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

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Websites must be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon, in each case located in the City of Portland and County of Multnomah, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your 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.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by Radiant Senior Living of any term or condition set out in these Terms of Use will 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 Radiant Senior Living to assert a right or provision under these Terms of Use will not constitute a waiver of such right or provision.

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

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Radiant Senior Living regarding the Websites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Websites.

Your Comments and Concerns

The Websites are operated by Radiant Senior Living, Inc.

All feedback, comments, requests for technical support, and other communications relating to the Websites should be directed to: media@radiantseniorliving.com