TERMS OF USE

- 1. Site Content
- a. This Site is for your personal and noncommercial use. All contents (excluding user generated content) of this Site are © 2009 Hospice Savannah, Inc. All rights reserved. HOSPICE SAVANNAH is the trademark of Hospice Savannah, Inc. This Site contains copyrighted material, trademarks, service marks, trade dress and other proprietary content, including but not limited to graphics, logos, audio, and video as well as application forms, brochures, newsletters, blogs and bulletin boards (the "Content"). Neither these Terms nor your use of this Site transfers any right, title or interest in the Site or the Content to you, and Hospice Savannah and any third party licensors retain all of its and their respective rights, title and interests to the Site and Content.
- b. Except as provided in these Terms, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from this Site, in whole or in part, without the express written permission of Hospice Savannah.
- c. This Site is available worldwide to anyone with internet access. However, this Site may not be continuously available due to maintenance or repairs, disruptions of the internet, or other unforeseen circumstances. Further, a reference to a product or service on this Site does not imply that such a product or service is available in your location. The Content of this Site is intended for use and display only in the United State and where its use and display are permissible in accordance with applicable laws and regulations.
- d. The Site is designed for educational purposes only. Hospice Savannah does not provide medical diagnoses or recommendations about medical treatment, and does not recommend or endorse any information that may be contained in the Content for your particular circumstances, including without limitation, any blog posts or commentary. If you think you may have a medical emergency, call your doctor or 911 immediately.
- e. Nothing contained in these Terms shall be construed as conferring any other license or right, expressly, by implication, by estoppel or otherwise, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly herein are reserved.

Terms of Use

2. User Conduct

By using this Site, including all Content available through it, you agree that you shall not:

- a. delete, modify, hack or attempt to change or alter any of the Content on the Site;
- b. use any device, software or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties use of the Site;
- c. use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for purposes other than for a generally available search engine;

- d. use any Hospice Savannah names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords or adwords, or hidden text;
- e. use of post any material or information, including images or photographs, which are made available through this Site in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party;
- f. upload files that contain viruses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. provide false information or impersonate someone else; or h. send any unsolicited confidential or proprietary information through the Site will be deemed not to be confidential.

3. Blogs and Public Comments

There may be blogs, bulletin boards, public commentary, and discussion threads on this Site (the "Blogs"). The Blogs offer an opportunity for communication and information sharing among a variety of participants. Hospice Savannah hopes the Blogs provide visitors with a wealth of information from fellow participants, including blog contributors and public commentators. However, please take a moment to read these guidelines for participation in the Blogs. These guidelines apply both to content and hyperlinks to external sites posted by Blog contributors.

- a. Hospice Savannah encourages discussions, debates and even arguments in blog comments, but please share your thoughts politely and constructively. While we strongly encourage open debates, we want to make sure that they take place in a climate of mutual respect. User generated content that is abusive, vulgar, racist, slanderous, harassing, misleading, irrelevant, or otherwise objectionable will not be posted. Any comment that calls for unlawful or illegal behavior or might result in harm to others is not allowed.
- b. User postings do not represent the professional advice or opinions of Hospice Savannah or its staff. The results of any actions you take based on the advice you find in the Blogs are your responsibility alone. You are solely responsible and liable for all activities conducted by you in such Blogs and for the content of your postings and messages.
- c. Users are solely responsible for ensuring that they do not act in any manner which constitutes, or forms a part of a course of conduct amounting to, a violation of any state, federal or other applicable competition law. If you violate the terms of this Agreement, you will have your access to the Blogs suspended and may permanently be banned from such Blogs. In the event that any user has concerns that posted information is objectionable, the user is encouraged to contact Hospice Savannah. Hospice Savannah will make reasonable efforts to remove the positing if removal is necessary.
- d. You are not allowed to upload, post or transmit any message, data, code or software that would violate the proprietary rights of Hospice Savannah or others, including unauthorized copyrighted text, images or programs, trade secrets or other

confidential proprietary information, or use any trademarks or service marks in an infringing fashion.

- e. You are not allowed to upload, post or transmit any materials that include mention of, hyperlinks to, quotes from, uses or inclusion of third party copyrighted works, trademarks, personal names, and/or proprietary or confidential information. Comments containing such elements will not be posted.
- f. You are not allowed to post, upload or transmit photos or video of any third party without their expressed permission. By uploading, transmitting or posting any video on the Site or Blogs, you warrant that you have received permission from all persons appearing in the media.
- g. You are not allowed to upload, post or transmit any materials, date or media that includes your personal health information ("PHI") or the PHI of any third party. You must protect the privacy of patients, clients, and family members, both living and not living.
- h. You are not allowed to upload, post or transmit any advertisements or solicitations of business, chain letters or pyramid schemes, or to upload, post, or transmit the same posting more than once.
- i. Comments may be approved for posting provided they are on topic, are relevant to the blog entry and do not include any of the previously mentioned elements that would warrant automatic refusal.

Hospice Savannah has no obligation to monitor any Blogs on this Site. However, Hospice Savannah reserves the right to review, distribute, remove or delete any posts in the Blogs. Hospice Savannah reserves the right at all times to disclose any information as Hospice Savannah deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Hospice Savannah's sole discretion.

By uploading, transmitting or posting any content, you grant Hospice Savannah a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, edit, publish, post, transmit, and distribute the content in its entirety or in part. You also certify that any person appearing in the transmitted or posted content has authorized Hospice Savannah to use, copy, print, display, reproduce, modify, edit, publish, post, transmit, and distribute the content in its entirety or in part. Hospice Savannah is not obliged to maintain back-up copies of any material submitted or posted on the Blogs. You agree to indemnify Hospice Savannah and its employees, affiliates, and directors from any and all claims and losses, including attorneys' fees, arising from the transmitted or posted contents and any failure to comply with the Terms.

4. Permissible Use

Except as indicated to the contrary elsewhere on this Site, you may view, copy retransmit and print the Content available on this Site, including without limitation application or donation forms, testimonials, media releases, and Blogs, subject to the following conditions."

- a. the Content is used solely for personal, informational, or internal business purposes;
- b. the Content is not provided, sold, licensed or leased (nor is access provided to the Content) for any fee or other consideration:

- c. all copyright, trademark and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- d. the Content is not modified or altered in any way; and
- e. no graphics are used separately from accompanying text.

You may also link or hyperlink to the home page of the Site from any Acceptable Site (as defined below), but only if:

- a. you do not frame the Site or any portion of the Site;
- b. you do not deep link into the Site (i.e. you do not link into any page other than the home page);
- c. the hyperlink to the Site is not used in a way that suggests that Hospice Savannah endorses you or your website;
- d. the link to the Site is not used or presented in any way that disparages Hospice Savannah or tarnishes, blurs or dilutes the quality of Hospice Savannah's names or trademarks or any associated goodwill; and
- e. the link to the Site is not displayed on any web page that displays objectionable content or links.

An "Acceptable Site" means a website that displays no objectionable content, including, but not limited to, any content, information in any medium or format, such as text, data, graphics, audio or video, that (i) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (ii) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically or otherwise objectionable or offensive in any way; (iii) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts or hate speech; or (iv) violates or encourages others to violate any applicable law.

5. Modifications to Terms and Site

Hospice Savannah may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of this Site or any Blogs following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to immediately terminate use of the Site and the Blogs. Hospice Savannah reserves the right to terminate your access to the Site (or portions of the Site) at any time, temporarily or permanently, with or without notice to you, and is not obligated to support or update the Site. Sections 1, 2, 5, 8 and 10-17 of these Terms shall survive any termination. Amendments and Modifications will apply prospectively following publication and will not apply to prior usage or to any disputes arising out of events occurring prior to publication of the Amendment or Modification.

6. Your Privacy

Hospice Savannah will treat any information it collects from you through this Site in accordance with its online Privacy Policy, which is hereby incorporated by reference. Please review the Privacy Policy before you use this Site. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use this Site.

7. Other Sites, Content, Products and Services

As a convenience to you, this Site or a post in the Blogs may provide links to web sites and access to content, products and services of third parties with which our connection consists of only a hyperlink ("Linked Sites"). You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before

you use them. Hospice Savannah does not author, edit or monitor these Linked Sites, and is not responsible or liable for: (a) the availability of or content provided on such Linked Sites, not does inclusion of any link imply endorsement of the Linked Sites by Hospice Savannah, or vice versa; (b) third party content accessible through such Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or(d) your dealings with any third party found on or through this Site. You bear all risk associated with the use of such Linked Sites, third party services, and your correspondence or business dealings with parties other than Hospice Savannah found on or through this Site.

8. Typographical Errors

Our goal is to provide complete, accurate, and up-to-date information on our Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. This Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. Hospice Savannah therefore reserves the right to correct any errors, inaccuracies or omissions (including after a request for information or an application has been submitted) and to change or update information at any time without prior notice.

9. Copyright Infringement

In accordance with the Digital Millennium Copyright Act ("DMCA") (http://lcweb.loc.gov/copyright), Hospice Savannah has designated an agent to receive notifications of alleged copyright infringement associated with this Site. Hospice Savannah will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action under the DMCA. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify our copyright agent at copyright@hospicesavannah.org or through the address set forth at the end of this page. When notifying Hospice Savannah of the alleged copyright infringement, please include all of the following information:

- a. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyrighted interest that is claimed to have been infringed;
- b. identification of the copyrighted work alleged to have been infringed;
- c. a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- d. information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- e. a statement that the complaining party has a good faith belief that the use of the material in the manner complained or is not authorized by the copyright owner, its agent, or the law; and
- f. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.

If material is believed in good faith by Hospice Savannah to infringe a copyright or otherwise violate any intellectual property rights, Hospice Savannah will remove or disable access to any such material.

10. Disclaimers

The materials on the site have been prepared for information purposes only and do not constitute medical, legal, financial, or business advice. The information on the Site and the Blogs has been compiled from a variety of sources or varying degrees of

authority and is not necessarily reviewed, authored, or compiled by experts. Please consult your own experts before making decisions based on information contained on the Site and/or the Blogs.

THIS SITE AND ALL CONTENT, MATERIALS, INFORMATION, IMAGES, PRODUCTS AND SERVICES PROVIDED THEREIN ARE PROVIDED "AS IS," "WHERE IS," AND "AS AVAILABLE," BASIS. HOSPICE SAVANNAH MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MECHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. HOSPICE SAVANNAH EXPRESSLY DISCLAIMS ANY WARRANTY OR OBLIGATION THAT THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR THAT THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE OR ACCURATE.

11. Blog Materials

Hospice Savannah is not responsible for the content of the communications and materials uploaded to the Site. This information should be viewed critically. Any blogs, messages, advice, opinions or other information contained in any Blog should not be construed as professional advice or instruction. Users should always consult with their own expert or professional before making any decision or taking any action based on information contained herein, as the information may not be adjusted to any one person's unique situation. Users are responsible for determining whether Blog information is suitable for their purposes and any action or decision based on such information is at the user's own risk.

12. Limitation of Liability

YOU AGREE TO RELEASE AND HOLD HOSPICE SAVANNAH HARMLESS FROM ANY LOSSES, DAMAGES, LIABILITIES, AND EXPENSES ARISING OUT OF OR RELATING TO YOUR USE OF THIS SITE, INCLUDING BUT NOT LIMITED TO YOUR ACCESS TO OR INABILITY TO ACCESS OR USE THIS SITE OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS SITE. YOUR ARE NOT AUTHORIZED TO SHARE INFORMATION PROVIDED BY HOSPICE SAVANNAH ON THIS SITE EXCEPT BY LINK TO THE WEBSITE OR BY PROVIDING THE TERMS AND CONDITIONS GOVERNING SUCH SITE ALONG WITH SUCH INFORMATION, AND YOU AGREE TO DEFEND AND INDEMIFY HOSPICE SAVANNAH FOR ANY LIABILITY AND DAMAGES ARISING FROM YOUR UNAUTHORIZED USE.

13. Limitation on Actions Brought Against Hospice Savannah
You agree that any claim or cause of action arising out of these Terms of your use of
this Site or the Blogs must be filed within one (1) year after such claim or cause of
action arose or it shall forever be barred, notwithstanding any statute of limitations
or other law to the contrary. Within this period, any failure by Hospice Savannah to
enforce or exercise any provision of these Terms or related right shall not constitute
a waiver of that right or provision.

14. Dispute Resolution

By accepting these Terms and Conditions, you hereby agree and intend that these Terms and Conditions and access and use of the Site substantially involve interstate commerce, and stipulate that the Federal Arbitration Act ("FAA") in effect as of November 1, 2008 and federal case law interpreting such version of the FAA shall apply to these Terms and Conditions, access to and use of said Site and shall preempt any inconsistent State law.

Any and all claims or controversies arising out of or in any way relating to these Terms and Conditions, or access to or use of this Site, including but not limited to disputes regarding the making, execution, validity, enforceability, void ability, unconscionability, severability, scope, interpretation, preemption, waiver or any other defense to enforceability of these Terms and Conditions or the access to or use of the Site, whether arising out of State or Federal law, whether existing now or arising in the future, whether for statutory, compensatory or punitive damages and whether sounding in breach of contract, tort or breach of statutory duties, regardless of the basis for the duty or the legal theories upon with the claim is asserted, shall be submitted to binding arbitration. The Arbitration shall be held in Savannah Georgia by one arbitrator who is a Georgia lawyer.

15. Acknowledgement

You hereby acknowledge (a) that you have read and understood these Terms, and (b) that you consent to these Terms and Conditions and acknowledge that they have the same force and effect as a signed agreement.

16. General

If any provision in these Terms and Conditions is found by an arbitrator or court to be invalid, such portion shall be considered severable, and the remaining provisions shall be give full force and effect. Hospice Savannah's failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law provision. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States will govern. These Terms of Use, and any modification to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understanding and agreements, whether written or oral, as to such subject matter.

17. Contact Information

If you have any questions about these Terms of Use, the practices of Hospice Savannah, or your dealings with this Site, please contact us through the address below.

Hospice Savannah, Inc. □PO Box 13190 □Savannah, Georgia 31416-0190