



By using the Personal Care Calling Services website [www.Personal Care Calling Services.org](http://www.PersonalCareCallingServices.org) and the Personal Care Calling Services the Account Owner, Subscriber, Client, and Loved One (collectively, the "Customer") hereby subscribe to the live and automated telephone service (the "Personal Care Calling Services") offered by Personal Care Calling Services, Inc. a Florida Non-Profit Corporation and a Federal 501c3 IRS Non-Profit , ("Personal Care Calling Services") and agrees to these terms and conditions.

- 1) **Emergencies.** Personal Care Calling Services should not be used in the event of any emergency. For Customers in the USA – IN THE EVENT OF AN EMERGENCY DIAL 9-1-1. For customers based outside of the USA please dial your National Emergency number. Customer acknowledges and agrees that the Personal Care Calling Services and the Infrastructure are not warranted to be suitable in life-threatening or other emergency situations where the failure or potential failure of the Personal Care Calling Services or the Infrastructure can cause injury, harm, death, property damage, or other grave problems, including, without limitation, delays in getting medical care or other emergency services. Customer acknowledges and agrees that the Infrastructure relies upon the Internet and telephone network and so Personal Care Calling Services may experience interruptions, errors or omissions with respect to the Personal Care Calling Services due to technical issues, acts of God, or other acts or omissions that may be within the control of Personal Care Calling Services or outside the control of Personal Care Calling Services.
- 2) **Authorization.** Account Owner represents and warrants that Account Owner has obtained (or will obtain prior to the first transmission of the Personal Care Calling Services Services) the authorization of Care Givers and Loved One: (a) to subscribe to the Personal Care Calling Services; (b) to create, maintain, use and transmit personal and other information regarding Loved One to Care Givers and Account Owner; and (c) to enter into these terms and conditions on behalf of Care Givers and Loved One. Customer acknowledges and agrees that they are solely responsible for the selection of Care Givers and the Loved One and for the selections made on the Personal Care Calling Services website with respect to the content to be transmitted as part of the Personal Care Calling Services.
- 3) **Limitation of Liability.** Customer acknowledges and agrees: (a) to hold harmless and indemnify Personal Care Calling Services and its employees, officers, members, managers, agents and suppliers from any claim, demand, loss, liability, or expenses (including reasonable attorney's fees, whether a lawsuit is filed or not and on all appeals) for any and all interruptions, errors or omissions with respect to the Personal Care Calling Services or any violation of this Agreement; and (b) neither Personal Care Calling Services nor its employees, officers, members, managers, agents or suppliers shall be liable for any damages whatsoever, including but not limited to direct, indirect, incidental, consequential, special or other damages, whether any such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise. Without limiting the generality of the foregoing sentence, neither Personal Care Calling Services nor any of its employees, officers, members, managers, agents and suppliers shall be liable in any event for any damages for wrongful death, emotional distress, bodily harm or injury or property damages.



- 4) NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE Personal Care Calling Services ARE PROVIDED BY Personal Care Calling Services AND ITS SUPPLIERS "AS IS" AND "AS AVAILABLE" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED BY Personal Care Calling Services AND ITS SUPPLIERS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 5) Network Security. Customer acknowledges and agrees that the portion of the infrastructure through which the Personal Care Calling Services (the "Infrastructure") are provided that contains content regarding Customer will pass through servers on which such content will be stored which will not be segregated or in a separate physical location from servers on which other similar content is or will be transmitted or stored.
- 6) Payment Terms & Refunds. Upon sign up for the service, your credit card will be charged. The Service is billed in advance on a monthly or annual basis and is non-refundable. There will be no refunds or credits for partial months of service. Personal Care Calling Services reserves the right to refuse service to anyone for any reason at any time. Personal Care Calling Services reserves the right to cancel service to anyone for any reason at any time.
- 7) Modifications to the Service and Prices. Personal Care Calling Services reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Personal Care Calling Services website or the Service itself. Personal Care Calling Services shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.
- 8) Entire Agreement. These terms and conditions contain the entire agreement between Personal Care Calling Services and Customer. There are no representations, conditions or statements which are material to these terms and conditions, unless specifically and expressly stated in these terms and conditions. Customer has not relied upon any such representations not contained in these terms and conditions. Personal Care Calling Services shall not be responsible for any promise, conditions, warranties or representations made by any of its representatives, employees, or agents unless such statement is given by Personal Care Calling Services in writing and Customer acknowledges that these terms and conditions and such writing signed by the Customer shall represent the whole agreement between Personal Care Calling Services and Customer to the exclusion of any other agreement or understanding whatsoever.
- 9) Termination. Customer may terminate Personal Care Calling Services at any time through the Personal Care Calling Services website as provided therein. Sections 3, 4 and 10 of these terms and conditions shall survive any such termination.



- 10) Successors and Assigns. All disclaimers of warranty and liability contained in these terms and conditions shall be binding upon the Customer and their successors, assigns, transferees, and ultimate users.
  
- 11) Amendment, Severability and Assignment. Personal Care Calling Services reserves the right to alter, modify, update, or revise these terms and conditions without notice at any time. Any such changes to these terms and conditions shall become effective immediately upon being posted to the Personal Care Calling Services website. If any provision of these terms and conditions shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. Customer agrees that Personal Care Calling Services may, in its sole discretion, assign these terms and conditions to another entity or organization as a result of any merger, acquisition or reorganization.
  
- 12) Governing Law and Jurisdiction. These terms and conditions and the interpretation of the rights and duties of the parties to these terms and conditions, shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Customer and Personal Care Calling Services hereby (a) irrevocably submits to the exclusive jurisdiction of the State of Florida, in any action or proceeding arising out of, or relating to, these terms and conditions, the relations between Customer and Personal Care Calling Services, and any matter, action or transaction described in these terms and conditions, whether in contract, tort or otherwise; (b) agree that such courts shall have exclusive jurisdiction over such actions or proceedings; (c) waive the defense that Florida is an inconvenient forum to the maintenance and continuation of such action or proceeding; (d) agree that a final and non-appealable judgment rendered by a court of competent jurisdiction in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.