

EXPERIENCE BY INGLESIDE TERMS OF SERVICE

Last modified: April 27, 2023

WELCOME TO EXPERIENCE BY INGLESIDE

Thank you for visiting Experience by Ingleside. Experience by Ingleside is a paid service that makes it easier for you and your loved ones to find, coordinate, and receive home services such as home maintenance, housekeeping, lawn care, and food delivery. Our platform and related services are delivered within a predefined legal framework, as set out in detail below. These Terms of Service (these "Terms of Service"), together with the Privacy Policy (collectively, the "Terms") apply to our platform along with any related websites, mobile applications, services, or products (collectively, the "Service") delivered to you by Ingleside Retirement Communities (hereinafter referred to as "Ingleside" or "we").

ACCEPTANCE OF TERMS

The Terms are entered into by and between you and Ingleside. Please read the Terms carefully before you start to use the Service. BY USING THE SERVICE OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND BY AND ABIDE BY THE TERMS. If you do not accept the Terms, you must not access or use the Service.

The Service is offered and available to users who are 18 years of age or older. By using the Service, you represent and warrant that you are of legal age to form a binding contract with Ingleside and meet all eligibility requirements. If you do not meet all such requirements, you must not access or use the Service.

THESE TERMS OF SERVICE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

CHANGES TO THE TERMS

We may revise and update these Terms of Service from time to time in our sole discretion. If we make changes, we will notify you by revising the date at the top of these Terms of Service and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). However, any changes to the dispute resolution provisions set forth in the "Governing Law and Jurisdiction" and "Arbitration; Waiver of Jury Trial; Waiver of Class or Consolidated Actions" sections below will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Service. Your continued use of the Service following the posting of revised Terms of Service 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 SERVICE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend the Service, and any services or materials we provide on or through the Service, at any time in our sole discretion with or without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to portions of the Service, or the entire Service, to some or all users. We have no obligation to provide you with any technical support in connection with your use or attempted use of the Service.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to register with the Service or otherwise, including but not limited to through the use of any interactive features of the Service, is governed by the Privacy

Policy and you consent to all actions we take with respect to your information that are not inconsistent with the 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 strictly 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 any portion of the Service using your account or security information. You agree to notify us immediately upon becoming aware of any unauthorized access to or use of your account or any other breach of security. 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 reassign and/or disable any account or security information, 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 may have violated any provision of the Terms.

FEES; PAYMENT

Certain features of the Service may require payment of such fees as may be determined by Ingleside from time to time. Payment for such features must be made in accordance with the payment options described on the Service at the time of purchase. Payments made for features of the Service are non-refundable (except as may otherwise be expressly stated by us in writing).

INTELLECTUAL PROPERTY RIGHTS

The Service and its entire contents, features and functionality (including but not limited to all information, software (including any source code and object code, text, displays, images, video, and audio, and the design, selection, and arrangement thereof,)), are owned by Ingleside, its affiliates, 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 law, as applicable.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Service, except as follows:

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

You must not:

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

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of the Terms, your right to use the Service will cease immediately and you must, at our option, immediately return or securely destroy any copies of the materials you have made. No right, title, or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by Ingleside. Any use of the Service not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark and other laws.

TRADEMARKS

The Ingleside and Experience by Ingleside name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Ingleside or its affiliates or licensors. You must not use such marks without

the prior written permission of Ingleside. All other names, logos, product and service names, designs, and slogans on the Service are the trademarks of their respective owners.

PROHIBITED USES

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

- In any way that violates applicable federal, state, or local law or regulation (including, without limitation, any laws regarding the exporting of data or software to and from the United States) or violates or infringes the rights of any third party;
- For the purposes of exploiting, threatening, or harming, or attempting to exploit, threaten, or harm, any person;
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms of Service;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", or "spam" or any other similar solicitation;
- To impersonate or attempt to impersonate Ingleside, Experience by Ingleside, an Ingleside employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service or which may harm Ingleside or users of the Service or expose us or them to liability, each as determined by us in our sole discretion.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including any other party's ability to engage in real time activities through the Service;
- Use any robot, spider, or other automatic device, process or means to access the Service for any purposes, including monitoring, copying, or harvesting any of the material on the Service;
- Use any manual process or monitor to copy any of the material on the Service or for any other unauthorized purpose without our prior written consent;
- Use any device, software, or routine that interferes with the proper functioning of the Service;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material to the Service which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server(s) on which the Service and any related data is stored, or any server, computer, or database connected to the Service;
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper functioning of the Service.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or privacy rights;
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service; and/or

- Terminate or suspend your access to all or any part of the Service for any or no reason, including, without limitation, any violation of the Terms.

Without limiting the foregoing, we have the right to fully cooperate with any governmental authorities (e.g., law enforcement) or court order requesting or directing us to disclose the identity or other information of anyone providing any information or materials on or through the Service. YOU WAIVE AND HOLD HARMLESS INGLESIDE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL CLAIMS RESULTING FROM ANY AND ALL ACTIONS TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM AND AGAINST ANY AND ALL ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR GOVERNMENTAL AUTHORITIES.

We may not review all material before it is transmitted through the Service, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for our performance or nonperformance of the activities described in this section.

RELIANCE ON INFORMATION POSTED

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

The Service may include content provided by third parties. All statements and/or opinions expressed in these materials, and other content, other than content provided by Ingleside, are solely the opinions and responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Ingleside. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

CHANGES TO THE SERVICE

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

THIRD-PARTY SERVICE PROVIDERS

The Service is a virtual marketplace that helps users find, coordinate, and receive home services from independent third-party service providers ("Third-Party Service Providers") in areas where we provide the Service. Ingleside is not a provider of the underlying services provided by such Third-Party Service Providers, and Third-Party Service Providers operate independently of us. We are not liable or responsible for the acts or omissions of any Third-Party Service Providers, and we do not verify Third-Party Service Providers' compliance with laws. Furthermore, we do not guarantee the services provided by Third-Party Service Providers. You understand and agree that while we may take certain steps to attempt to independently verify representations made by Third-Party Service Providers, we have no obligation to do so and are not liable for any such representations relating to their services or any other matter, including, without limitation, any descriptions, disclosures, photographs, or videos displayed on the Service describing or depicting services offered by Third-Party Service Providers.

INFORMATION ABOUT YOU AND YOUR USE OF THE SERVICE; CONSENT TO COMMUNICATIONS

All personal information we collect through the Service is subject to the Privacy Policy. By using the Service, you consent to all actions taken by us with respect to any personal information that you provide through the Service in

compliance with the Privacy Policy. You hereby consent to receiving communications in any form from Ingleside in connection with the Service, including but not limited to the following: mail, in-app push notifications, electronic mail, telephone (landline or wireless) and text message (e.g., SMS and/or MMS communications). Furthermore, you hereby consent to receiving calls or text messages from Ingleside in connection with the Service, including those made to wireless telephone numbers that are automatically dialed and/or include pre-recorded messages.

LINKS FROM THE SERVICE

If the Service contains 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 we 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 Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

DATA CHARGES

You hereby acknowledge and agree that you are responsible for any and all data charges you incur in connection with your use of the Service.

DISCLAIMER OF WARRANTIES

You understand and agree that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service 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 the Service for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICE, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICE AND ITS CONTENT IS AT YOUR OWN RISK. THE SERVICE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER INGLESIDE NOR ANY PERSON ASSOCIATED WITH INGLESIDE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, TIMELINESS, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER INGLESIDE NOR ANYONE ASSOCIATED WITH INGLESIDE REPRESENTS OR WARRANTS THAT THE SERVICE AND ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICE OR ITEMS OR SERVICES OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. INGLESIDE IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, INCLUDING USERS OF THE SERVICE AND THIRD PARTY SERVICE PROVIDERS SOURCED THROUGH THE SERVICE, AND YOU HEREBY RELEASE INGLESIDE, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM ANY CLAIMS OR DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIM YOU HAVE AGAINST ANY THIRD PARTY. INGLESIDE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

IN NO EVENT WILL INGLESIDE, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, OR MANAGERS 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 SERVICE, ANY WEBSITES LINKED TO IT, OR ANY CONTENT ON THE SERVICE OR SUCH OTHER WEBSITES, INCLUDING, WITHOUT LIMITATION, 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, OR 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 WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, HOWEVER, IN NO EVENT WILL INGLESIDE'S AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED US DOLLARS (\$100).

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Ingleside, its affiliates, licensors, and service providers, and its and their respective officers, directors, members, managers, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any actual or alleged claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Service, including, but not limited to, any use of the Service's content, services, and products, and any dispute between you and any Third-Party Service Provider, other than as expressly authorized in the Terms or your use of any information obtained from the Service.

GOVERNING LAW AND JURISDICTION

All matters relating to the Service and the 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 Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Subject to the provisions regarding arbitration below, if a lawsuit or court proceeding is permitted under the Terms, then the parties agree to submit to the exclusive jurisdiction of the federal or state courts in New Castle County, Delaware for such purpose. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARBITRATION; WAIVER OF JURY TRIAL; WAIVER OF CLASS OR CONSOLIDATED ACTIONS

AT OUR SOLE DISCRETION, WE MAY REQUIRE YOU TO SUBMIT ANY DISPUTES ARISING FROM OR RELATED TO THE TERMS OR THE SERVICE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING DELAWARE LAW AND TAKING PLACE IN WILMINGTON, DELAWARE.

ARBITRATION PROCEDURES ARE TYPICALLY SUBJECT ONLY TO VERY LIMITED REVIEW BY A COURT. IN THE EVENT ANY LITIGATION SHOULD ARISE BETWEEN INGLESIDE AND YOU IN ANY STATE OR FEDERAL COURT IN A SUIT TO VACATE OR ENFORCE AN ARBITRATION AWARD OR OTHERWISE, YOU HEREBY WAIVE ALL RIGHTS TO A JURY TRIAL, INSTEAD ELECTING THAT THE DISPUTE BE RESOLVED BY A JUDGE.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

LIMITATION ON TIME TO FILE A CLAIM

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

FORCE MAJEURE

Ingleside is not responsible for any delay or prevention of Ingleside performing its obligations hereunder if it is the result of events beyond our reasonable control, including without limitation acts of God, war, governmental actions or orders, epidemics, riots, terrorism, strikes, labor shortages, fire, extreme weather, embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, or shortage of materials.

WAIVER AND SEVERABILITY

No waiver by Ingleside of any term or condition set forth in the Terms shall be deemed a further or continuing waiver of such term or condition or waiver of any other term or condition, and any failure of Ingleside to assert a right or provision under the Terms shall not constitute a waiver of such right or provision. If any provision of the 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 maximum extent such that the remaining provisions of the Terms will continue in full force and effect.

ENTIRE AGREEMENT

Unless explicitly stated in a separate written agreement signed by you and Ingleside, the Terms constitute the sole and entire agreement between you and Ingleside with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Service. If a separate contract is made between you and Ingleside with respect to the Service, the terms of the separate contract control in the event that those terms may be in conflict with the Terms.

YOUR COMMENTS, QUESTIONS AND CONCERNS

All feedback, comments, requests for technical support and other communications relating to the Service or the Terms and related practices should be directed to us at tailored@inglesideonline.org.