

Terms of use for this website

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CWHH may amend, change or update these Terms of Use from time to time. The most current version is posted on CWHH’s centerwellhomehealth.com and the changes become effective immediately upon posting to all access and use of the Website thereafter. Your continued access or use of the Website shall constitute your agreement to any changes to these Terms of Use. CWHH may modify, suspend, discontinue, or restrict the use of any portion of the Website, including the availability of any portion of the content of the Website, at any time, without notice or liability.

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These Terms of Use last modified: November 22, 2021

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Credentials

To access certain features of the Website, you must have a personal user name and passwords, which you may request through the Site by providing certain information. You represent and warrant that all information you provide through the Website is correct, current, and complete. You acknowledge it is your responsibility to treat the user name and password assigned to you as confidential, refrain from disclosing them to others, and protect their security. You also acknowledge that your account is personal to you and you will not provide any other person with access to the Website or restricted areas under your user name and password. Notify CWHH immediately if any unauthorized access to or use of your user name or password or other breach of security has occurred. CWHH has the right to disable your user name and password at any time in its discretion for any or no reason, including if CWHH believes you have violated these Terms of Use.

Your Obligations

DO NOT PROVIDE ANY CONFIDENTIAL, PERSONAL INFORMATION, OR PROTECTED HEALTH INFORMATION, AS THOSE TERMS ARE DEFINED BY STATE OR FEDERAL LAW, TO THIS WEBSITE. You may be permitted to provide, post, release, transmit, or submit various types of data, content, or information in connection with, to, or through the Website (“User Material”). Any User Material

is and will be treated as non-confidential and non-proprietary. Furthermore, you warrant and agree that such information is non-confidential and non-proprietary and does not comprise personal information or protected health information as those terms are defined by state or federal law. Any User Material may be used by CWHH for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, commercialization, and posting. Furthermore, CWHH is free to use any ideas, expression, concepts, know-how, or techniques contained in any User Material for any purpose whatsoever.

You understand that you are the sole person responsible for any and all actions performed using your account, including all uploaded or transmitted User Material, including, but not limited to, all information, data, text, questions, comments, suggestions, software, music, sound, photographs, graphics, video, audio, messages, or other material.

You warrant and agree that you will NOT:

- i. Post, upload, or transmit through the Website any unlawful, threatening, libelous, defamatory, infringing, obscene, indecent, scandalous, inflammatory, pornographic, harassing, profane, or other objectionable materials, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil or criminal liability under U.S. federal, state, local, or international law, or otherwise violate any law or contractual obligation;
- ii. Disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;
- iii. Post or transmit any personal information (including but not limited to Social Security Numbers) or protected health information;
- iv. Export, re-export, or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;
- v. Collect or store personal information about other users;
- vi. Stalk or harass another;
- vii. Use this Website in any manner that could impair the server or the functioning or operation of the Website or related equipment or could in any way interfere with other users' enjoyment of this site as determined by CWHH in its sole discretion;
- viii. Use this Website to disseminate or transmit any bug, virus, trojan horse, worm, trap door or other malicious, harmful or disabling data, work, code or program;
- ix. Impersonate another or manipulate or forge information to disguise the origin of information posted on this Website;
- x. Post, provide, transmit, or otherwise make available any junk mail or spam;
- xi. Attempt to access any unauthorized account, computer, or other network connected to the CWHH server through any means;
- xii. Override or circumvent any of the protections or usage rules embedded into the Website;
- xiii. Use the Website as an "open relay" or for similar purposes;
- xiv. Engage in any conduct that is harmful to minors in any way;

- xv. Take information or content from the Website, including but not limited to any member or individual information such as names, email addresses, contact information, or personalized information, for use for any purpose;
- xvi. use the Website other than as allowed by applicable law; or
- xvii. Engage in any other activity deemed by CWHH to be in conflict with the spirit or intent of these Terms of Use.

No confidential relationship or obligations shall be established between you and CWHH through any submission to or through the Website by you. In the event you provide any User Material, you represent and warrant that the User Material is your original creation and that you are the rightful copyright owner of such information, or that you have adequate permission from the rightful copyright owner, and that the use of such material is otherwise permitted by these Terms of Use. By posting any User Material on this Website or submitting any User Material to CWHH via this Website, you hereby expressly grant CWHH a royalty-free, world-wide, non-exclusive license to use, copy, edit, distribute, translate, publicly perform, commercialize, and sublicense such User Material as well as your name and likeness as used in connection with such User Material for any purpose, including without limitation marketing or promotional purposes. Any such submission shall be considered non-confidential and shall be the sole and exclusive property of CWHH. CWHH shall have no obligations to you in connection with such submission.

Indemnity

You agree to indemnify, defend, and hold CWHH, its parent, subsidiaries and affiliates, agents, officers, directors, employees, representatives, and insurers, and their respective successors and assigns harmless from and against any and all claims, demands, liabilities, losses, awards, judgments, settlements, costs, fees, expenses (including reasonable attorneys' fees), damages, made by anyone due to or arising from (i) your access or connection to, or use of this Website, (ii) your defamation of another or your violation of another person's copyrights, trademark rights, or other intellectual property, privacy, publicity, contractual, or other rights, (iii) allegations of facts that, if true, would constitute a breach by you of these Terms of Use, (iv) injury to persons (including death) or property, including loss or corruption of data caused by you. CWHH reserves the right to assume the exclusive defense and control of any matter otherwise subject to this indemnification provision by you and, in such case, you agree to cooperate with CWHH's defense of such claims.

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In accordance with the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (“DMCA”), we will respond promptly to claims of copyright infringement reported to our agent designated to receive notifications of infringement claims (“Designated Agent”). If you are a copyright owner (or authorized to act on behalf of the owner) and believe that your copyrighted work has been infringed, please submit a written notice to our Designated Agent that substantially includes the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material that is claimed to be infringing and information reasonably sufficient to help us locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as a mailing address, telephone number, and email address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notice is accurate, and under penalty of perjury, that you are the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.

The written notice, along with any accompanying items, must be submitted to our Designated Agent at:

ATTN: DMCA Agent (Legal Dep’t)
CenterWell Home Health
3350 Riverwood Parkway SE
Atlanta, GA 30339
KAHcompliance@Gentiva.com

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If at any time you are dissatisfied with the Website, do not agree with any portion of these Terms of Use, or have any other claim against CWHH relating to either these Terms of Use or the Website, then your sole, exclusive remedy is to discontinue using the Website.

Governing Law and Jurisdiction; Limit on Commencing Actions; General Information

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If any portion of these Terms of Use is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms of Use shall continue to be enforceable and valid according to terms contained herein. This shall be the entire agreement, superseding all prior agreements between you and CWHH regarding this Website. The failure of CWHH to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of said right or provision.