Terms of Service Agreement

Last Updated: March 22, 2023

Welcome to RamahCare.com (the "Website"). The Website is owned and operated by Ramah Care Services, Inc. ("Ramah Care," "we," "us," or "our"). Please read these Terms of Service ("Terms") carefully before using the Website. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Website.

- 1. Eligibility You must be at least 18 years old to access or use the Website. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into and abide by these Terms.
- 2. Privacy Policy Please review our Privacy Policy, which also governs your use of the Website and is incorporated by reference into these Terms.
- 3. User Accounts To access certain features of the Website, you may be required to create a user account ("Account"). You agree to provide true, accurate, current, and complete information during the registration process and update your information as necessary to maintain its accuracy. You are responsible for maintaining the confidentiality of your Account credentials and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security.
- 4. User Conduct You agree not to use the Website for any unlawful or prohibited purpose. You agree not to interfere with the proper functioning of the Website or any other user's use of the Website. You agree not to post, upload, or transmit any content that is defamatory, libelous, offensive, harmful, or otherwise objectionable.
- 5. Intellectual Property All content, including but not limited to text, graphics, logos, images, and software, on the Website is the property of Ramah Care or its licensors and is protected by copyright, trademark, and other intellectual property laws. Except as expressly authorized by Ramah Care, you may not reproduce, modify, distribute, or otherwise exploit any of the content on the Website.
- 6. Third-Party Content The Website may contain links to third-party websites or services. Ramah Care is not responsible for the content or practices of these thirdparty websites or services. You acknowledge and agree that your use of such websites or services is at your own risk and subject to the terms and conditions of those websites or services.
- 7. Disclaimer of Warranties The Website is provided on an "as is" and "as available" basis. Ramah Care disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose,

and non-infringement. Ramah Care does not warrant that the Website will be error-free, uninterrupted, secure, or that any defects will be corrected.

- 8. Limitation of Liability In no event shall Ramah Care or its affiliates, officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, loss of data, or other damages arising out of or in connection with your use of the Website, even if Ramah Care has been advised of the possibility of such damages.
- 9. Indemnification You agree to indemnify, defend, and hold harmless Ramah Care and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Website.