

myFamilyChannel

Terms of Use

Effective and Last Modified on October 24, 2018

Introduction and Acceptance

Senior Group, LLC (“we” or “us” and “our”) welcomes you to our interactive family television channel. These Terms of Use, together with our [Privacy Policy](#) and any additional terms that might apply to certain products or services, govern your use of our services (“Services”) and any other services that we may offer in the future.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SERVICES. TO AGREE TO THESE TERMS OF USE, PLEASE CHECK THE BOX AT THE END OF THIS DOCUMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT USE OUR SERVICES.

1. User Registration

To access or use some features of our Services, you may have to become a registered user. If you are under the age of thirteen, then you are not permitted to register as a user or otherwise submit personal information.

If you become a registered user, you agree to provide true, accurate and complete registration information to us, and, if such information changes, you agree to promptly update the relevant registration information. During registration, you will create a user name and password (a “User Account”). You are responsible for safeguarding and maintaining the confidentiality of your User Account information. You are solely responsible for the activity that occurs under your User Account, whether or not you have authorized the activity. You agree to notify us at support@seniorgroup.us immediately if you become aware of any breach of security or unauthorized use of your User Account.

2. Access and Use

Our Services are provided for your personal, non-commercial use only. We may offer certain portions of our Services at no charge and others for a one-time fee, on a subscription basis or under any other lawful pricing structure.

When using our Services, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law.

You acknowledge that the Services are not meant for use in communicating or transmitting any “protected health information” (PHI) as defined in the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”) and its accompanying regulations, as amended from time to time. Unless it is your own PHI data, you agree to refrain from transmitting or communicating any PHI through the Services.

3. User Content

We may now or in the future permit users to post, upload, transmit through, or otherwise make available through our Services (collectively, “submit”) messages, text, illustrations, data, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (“User Content”). Subject to the rights and license you grant to us, you retain all right, title and interest in your User Content.

You represent, warrant, and covenant that you will not submit any User Content that:

- violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;
- impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;
- encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law;
- is an advertisement for goods or services or a solicitation of funds;
- contains a formula, instruction, or advice that could cause harm or injury; or
- is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying our Services will not be permitted.

By submitting User Content to us, simultaneously with such posting, you grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as required to provide to you our Services. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users of the Services permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of our Services and these Terms of Use. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the User Content.

We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

4. Intellectual Property

Our Services and associated content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features included with or available through our Services (collectively, the “Services Content”) and all intellectual property rights relating to the same are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear in our Services are owned by us, our licensors, or identified third parties. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in our Services or any Services Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

Furthermore, except as expressly permitted in these Terms of Use, you may not: remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice we include in or through our Services or on Services Content; circumvent, disable or otherwise interfere with our security-related features including, without limitation, any features that prevent or restrict the use of or copying of any software or other Services Content; use an automatic device (such as a robot or spider) or manual process to copy or “scrape” the Services or Services Content for any purpose without our express written permission; collect or harvest any personally identifiable information from our Services including, without limitation, user names, passwords, email addresses; solicit other users to join or become members of any commercial online service or other organization without our prior written approval; attempt to or interfere with the proper working of our Services or impair, overburden, or disable the same; decompile, reverse engineer, or disassemble any portion of our software or other Services Content, or our Services; use network-monitoring software to determine architecture of or extract usage data from our Services; encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person’s User Account (as defined above); or engage in any conduct that restricts or inhibits any other user from using or enjoying our Services.

You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

5. Services Content & Third-Party Links

We provide our Services including, without limitation, Services Content for educational, entertainment and/or promotional purposes only. Certain of the Services Content will be provided by your senior living facility, by your family or possibly a third party. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of any Services Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Services Content.

In many instances, Services Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement

offered through our Services by anyone other than our authorized employees or spokespersons while acting in their official capacities.

If there is a dispute between persons accessing and/or using the Services or between persons accessing and/or the Services and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release Senior Group LLC, its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

Our Services may link or contain links to other websites maintained by third parties. We do not operate or control in any respect or endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

6. Indemnification

You agree to indemnify and hold harmless Senior Group LLC and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your use of our Services; (ii) User Content provided by you or through use of your User Account; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that arises out of your use of the Services or a violation of your obligations hereunder.

7. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND SERVICES CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, SENIOR GROUP LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF OUR SERVICES OR SERVICES CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH OUR SERVICES; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES; (6) WARRANTIES THAT YOUR USE OF OUR SERVICES WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN OUR SERVICES OR SERVICES CONTENT WILL BE CORRECTED.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SENIOR GROUP LLC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH OUR SERVICES OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SERVICES INCLUDING, WITHOUT LIMITATION, SERVICES CONTENT, IS TO STOP USING OUR SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES OR SERVICES CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR THE CONDUCT OF A THIRD-PARTY USING OUR SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS OF USE, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF SENIOR GROUP LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE LESSER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY SENIOR GROUP LLC DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF OUR SERVICES OR THESE TERMS OF USE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE SUCH CAUSE OF ACTION ACCRUED; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

9. Termination

We reserve the right in our sole discretion and at any time to terminate or suspend your User Account and/or block your use of our Services for any reason including, without limitation, if

you have failed to comply with the letter and spirit of these Terms of Use. You agree that Senior Group LLC is not liable to you or any third party for any termination or suspension of your User Account or for blocking your use of our Services.

Any such suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use, which by their nature are intended to survive the suspension or termination of your User Account or these Terms of Use, shall survive including, but not limited to, the rights and licenses that you have granted hereunder, and the indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, and all of the provisions in the Section of these Terms of Use titled "MISCELLANEOUS".

10. Copyright Policy

We respect the intellectual property rights of others and expect our users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the User Account of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our Services that may be infringing or the subject of infringing activity.

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is: SeniorGroup LLC ATTN: DMCA Agent 1300 W. Main Street Louisville, KY 40203 Email: DMCA@seniorgroup.us

If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work's copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and if available, your email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA. If you fail to comply with the DMCA requirements, your notification may not be effective.

11. Choice of Law; Jurisdiction and Venue

These Terms of Use shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules. Any legal proceedings against Senior Group LLC that may arise out of, relate to, or be in any way connected with our Services or these Terms of Use shall be brought exclusively in the state and federal courts located in Louisville, Kentucky and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

12. Dispute Resolution & Mandatory Arbitration

If and when a dispute between us arises, we each agree to first contact each other and provide a written description of the problem, all relevant documents/information and a proposed resolution. You agree to contact us with disputes at: support@seniorgroup.us. We will contact you based on the contact information you have provided us or that we obtain by other means.

If after 30 days the parties are unable to resolve any dispute raised under the previous provision, the dispute may be submitted to arbitration consistent with this Section. You understand that by using the Services you agree to have any disputes resolved through arbitration and to forgo the right or opportunity to litigate disputes through a court and to have a judge or jury decide the case.

We each agree that any claim or dispute between us, and any claim by either of us against any agent, officer, principal, owner, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to these Terms of Use, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-224-1810. We agree that any claim or controversy we may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party.

We are entering into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

Exception to Arbitrate: Either of us may bring qualifying claims in small claims court. Further, as set forth below, we each agree that any arbitration will be solely between you and Senior Care LLC and not as part of a classwide claim (i.e., not brought on behalf of or together with another

individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate, including all of this Section 12, shall be null and void and of no effect.

13. No Class Actions

TO THE EXTENT ALLOWED BY LAW, YOU AND WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

14. No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, YOU AND WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

15. Amendment; Additional Terms

We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of our Services or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of our Services generally or that may govern discrete parts of our Services (“Additional Terms”). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Services, notification by email or through any of our Applications. It is your responsibility to review the Terms of Use from time to time for any changes or Additional Terms. Your access and use of our Services following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, you must immediately discontinue use of our Services and, if applicable, terminate your User Account.

16. Miscellaneous

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Except where specifically stated otherwise (e.g., the “DISPUTE RESOLUTION & MANDATORY ARBITRATION” section), if any part of these Terms of Use is unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected. So, for example,

if a provision in these terms is found to be unenforceable, we agree that an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of these Terms of Use shall remain in force.

These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between us with respect to such subject matter.

You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.

Contact Information

To ask questions or comment about this terms of use and our privacy practices, contact us at:
Senior Group, LLC, 1300 W. Main St., Louisville, KY 40203
via email at: support@Seniorgroup.us
or via our toll-free number: (855) 993-2323