

Terms of Use

Last Updated: October 27, 2024

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We may revise and update these Terms of Use from time to time in our sole discretion and will post any updates to the Terms of Use on the Sites. Be sure to check the Sites periodically for updates, as your continued use of the Sites signifies your acceptance of any changed items.

Use of the Sites

You may use the Sites for a variety of reasons, including to:

- **Access e-newsletters, news, and press about Ikigai Home Healthcare;**
- **Investigate home care options;**
- **Obtain resources for family caregivers;**
- **Obtain information about the cost of home care**

You may choose to use the Sites to provide information to us through the Ikigai Home Healthcare Assessment Form, Ikigai Home Healthcare Career Page Form or the Download a Free Booklet Form. A Ikigai Home Healthcare provider will review your form and, if you choose to provide your contact information, will be in touch with you regarding your home healthcare needs or career opportunities.

You may not use the Sites for any purpose that is unlawful or prohibited by these Terms, or cause damage on or through the Sites. You promise that none of your communications with or through the Sites will violate any local, state, national or international law.

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Digital Millennium Copyright Act Policy

Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (DMCA). **Submitting a claim of copyright infringement, however, is a serious claim and before you send us notification, you should attempt to reach out to the user who posted the content and may work with that individual regarding the infringing content.**

If you believe that any content on the Sites infringes on the intellectual property of a third party, you may send a notice to: Customer Service, 108 Straube Center Blvd, Suite I-2E, Pennington, NJ 08534. To submit a claim, you must identify your full name, mailing address and phone number, a description of the copyrighted work that has been infringed, a description of the content on the Sites that infringes upon the copyright, and a declaration that: (i) you, in good faith, believe the information is infringing on the copyright of a third party, (ii) the information you include in your notice is accurate, and (iii) you are authorized on behalf of the copyright owner to submit the claim. You may not submit a copyright claim on behalf of

another individual or organization with which you have no affiliation. It is our policy, in appropriate circumstances, to terminate the accounts of users who are repeat infringers or are repeatedly charged with infringement.

We have designated an agent to receive notifications of claimed infringement and maintain this designated contact at the Copyright Office. You can contact this agent by e-mailing privacy@ikigaihomehealthcare.com.

Feedback and Submissions

Unfortunately, under our corporate contracts Ikigai Home Healthcare is unable to accept unsolicited ideas. But thanks for thinking of us.

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Indemnification

You agree to defend, indemnify and hold Ikigai Home Healthcare, its affiliates, officers, directors, employees, agents, licensors, business associates, and suppliers harmless from and against any actual or threatened claims, actions or demands, liabilities and settlements including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of or inability to use the Sites, or your violation of any applicable laws, rules or regulations. We reserve the right, at our own cost, to assume the

exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

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user preferences. There are certain system-generated and legal notices that you cannot opt out of without deactivating your account.

Product Sales and Availability

Ikigai Home Healthcare reserves the right without prior notice to discontinue or change specifications on products and services offered on the Sites without incurring any obligations.

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Additional Terms

Certain products or services offered by the Sites, and certain areas within the Sites may be governed by additional terms of use and/or other agreements ("Additional Terms") presented in

conjunction with those products or services. You must agree to these Additional Terms before using those areas. The Additional Terms and this Terms of Use shall apply equally. In the event of an irreconcilable inconsistency between the Additional Terms and this Terms of Use, the Additional Terms shall control.

Privacy and Children's Information

Please see our Privacy Policy for more information about the steps we take to protect your privacy. With respect to children's privacy, we will not knowingly collect any personally identifiable information from children under the age of thirteen years. The Sites are directed to

adults at least eighteen years old, and when a user discloses personal information on the Sites, the user is representing to us that he or she is an adult.

Geographic Scope of the Sites

Ikigai Home Healthcare controls and operates the Sites from within the United States of America. Unless otherwise specified on or by the Sites, the Sites are intended to promote only those Ikigai Home Healthcare products that are sold by Ikigai Home Healthcare in the United States and its territories, and Ikigai Home Healthcare makes no representation that materials on the Sites or the products or services described on the Sites are appropriate

or available for use in other locations. If you access the Sites from outside the United States, be advised the Sites may contain references to products and services that are not available or are prohibited in your country. All visitors to the Sites are responsible for compliance with all local laws applicable to them with respect to the content and operation of the Sites. This English-language Terms of Use agreement is Ikigai Home Healthcare official agreement with users of the Sites. In case of any inconsistency between this English-language Terms of Use agreement and its translation into another language, this English-language document shall control.

No Waiver

No delay or failure on the part of Ikigai Home Healthcare to enforce any part of these Terms of Use shall constitute a waiver of any of Ikigai Home Healthcare rights under these Terms of Use whether for past or future actions on the part of any person. Neither the receipt of any funds by Ikigai Home Healthcare nor the reliance of any person on Ikigai Home Healthcare actions shall be deemed to constitute a waiver of any part of these Terms of Use. Only a specific, written waiver signed by an authorized representative of Ikigai Home Healthcare shall have any legal effect whatsoever.

Severability

If any clause or provision set forth in these Terms of Use is determined to be illegal, invalid or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

Disputes, Governing Law and Jurisdiction

You agree that: (1) any claim or dispute (whether in contract, tort, or otherwise) you may have with Ikigai Home Healthcare arising from or related to the online services or these terms will be resolved exclusively by final and binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration

Rules through an arbitration proceeding to be administered by the American Arbitration Association (or any like organization successor thereto) in Piscataway, New Jersey. Your agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding and may be specifically enforced by legal proceedings. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) (“FAA”) and the federal common law of arbitration. The arbitrator shall apply New Jersey law consistent with the FAA,

and applicable statutes of limitations, and shall honor claims of privilege recognized at law. No action shall be arbitrated on a class or representative basis as you and Ikigai Home Healthcare hereby waive the right to assert claims in any class or representative action. **BOTH YOU AND Ikigai Home Healthcare AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.** Finally, this arbitration provision is reciprocally binding on all parties, such that both you and Ikigai Home Healthcare are required to arbitrate their claims against one another. Any dispute arising from these Terms of Use or from the use of or inability to use the Sites shall be resolved exclusively in the state and federal courts of New Jersey. Any such

dispute (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of New Jersey, without reference to its conflicts of law principles. You agree to submit to the personal jurisdiction and venue of the courts of New Jersey for any legal proceeding involving the Sites, regardless of who initiated the proceeding.

Miscellaneous Terms

These Terms of Use, together with our **Privacy Policy here** which is hereby incorporated by reference constitute the entire agreement between you and us related to your use of the Sites.

Contact Us

If you have any questions regarding our Terms of Use, you can write to us at Customer Service, 108 Straube Center Blvd, Suite I-2E, Pennington, NJ 08534, e-mail us at **privacy@ikigaihomehealthcare.com**, or call us at **1-877-245-4424**.

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