

www.clients.languageofcaring.com

Client Portal: Terms and Conditions of Use for Client Organizations

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A. Site Content.

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2. Neither these Terms nor Client's use of this Site transfers any right, title or interest in the Site, Content, or Intellectual Property to Client. Language of Caring and its third-party licensors retain all of its and their respective right, title, and interest to the Site, Content, and Intellectual Property. Any rights not expressly granted are reserved.

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4. This Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances.

B. Privacy Terms and Conditions

1. Acceptance of Terms. Language of Caring posts Term and Conditions on its website and requires each registered user to agree to these terms and conditions. User consents to the collection and use of user's personally identifiable information ("PII") and non-personal information as described below.

2. Non-Personal Information Language of Caring Collects From User. Language of Caring automatically collects information about user's Internet connection, including but not limited to:

- The Internet Protocol (IP) address and name of the Internet domain user used to access the Internet;
- The IP address of the website from which user linked directly to a Language of Caring website;
- The date and time user accessed a Language of Caring website;
- The pages user visited; and
- The web browser and operating system user used to access a Language of Caring website.

This information (“non-personal information”) does not identify user personally. Language of Caring uses this non-personal information to monitor the effectiveness of this website and to consider potential improvements to this website.

3. Personally Identifiable Information Language of Caring Might Collect From User. Language of Caring may request that user voluntarily provide certain personally identifiable information (“PII”) to participate in the password-protected areas, download information, and join Language of Caring mailing lists. Language of Caring does not collect any PII about user when user visits this website unless user gives Language of Caring that information. User may choose not to provide PII via this website.

4. Use of User’s Personally Identifiable Information. Unless there are restrictions on use of PII or unless Language of Caring tells user otherwise, Language of Caring (or third parties engaged by Language of Caring) may use user’s PII to:

- Administer user’s participation in this website;
- Communicate information Language of Caring thinks may be of interest to user;
- Fulfill user’s requests for services or materials;
- Contact user;
- Conduct research or surveys;
- Establish or exercise Language of Caring’s legal rights or defend against legal claims.

5. Sharing User Information. Language of Caring may use third party service providers and suppliers to facilitate this website and the services Language of Caring provides, and they may have access

to PII. Authorized parties are Language of Caring employees or third parties who have been granted access and have a need to know the information collected in order to fulfill Language of Caring's mission.

6. Use of Cookies and Applets. Language of Caring may transfer "cookies" and "applets" to user's computer's hard drive through User's web browser to collect non-personal information about user's visit to this website. Language of Caring may use information from cookies and applets for purposes such as website administration or assessing the technical function of this website. Language of Caring may also use cookies and applets to track information about which pages User visits within this website to help Language of Caring gauge the effectiveness of this website or Language of Caring content. The help portion of the toolbar on most browsers will tell User how to prevent user's browser from accepting new cookies, but this may limit user's ability to use some features of this website.

7. Linked Sites. Language of Caring may provide links on this website to other sites of interest. User's use of such linked websites is subject to the privacy statements of the providers of those websites.

8. Security Measures. Language of Caring works hard to protect the security of the information that users provide to Language of Caring. While Language of Caring strives to protect Client and user information through measures that protect Language of Caring systems, such security cannot be guaranteed. Consequently, Language of Caring does not insure or warrant the security of information Client and user transmit, and Client and user do so at their own risk.

C. Disclaimer of Warranties. The use of this website is solely at Client's own risk. This website is provided on an "as is" and "as available" basis. Language of Caring expressly disclaims all warranties of any kind with respect to this website whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Language of Caring expressly disclaims any responsibility for the actions of any other user of this website. Language of Caring makes no warranty that this website will meet Client's requirements, or will be uninterrupted, timely, secure, current, accurate, complete or error-free or that the results that may be obtained by use of the site will be accurate or reliable.

D. Exclusions and Limitation of Liability. Client expressly understands and Agrees that Language of Caring shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data loss, or other losses (even if advised of the possibility of such damages) resulting from any matter related to Client's use of this website.

E. Links. This website may include links to other websites. Client acknowledges and agrees that such links are provided for Client's convenience and do not reflect any endorsement by Language of Caring with respect to the linked site or its provider. Language of Caring makes no representations or warranties with respect to any linked website. Client's use of any linked website is solely at Client's own risk.

F. Miscellaneous. These Website Terms and Conditions of Use are binding upon Client's successors, assigns, heirs and executors. If any provision of these Website Terms and Conditions of Use is found to be

invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Website Terms and Conditions of Use, which shall remain in full force and effect. The failure of Language of Caring to exercise or enforce any right or provision of these Website Terms and Conditions of Use shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the website or these Website Terms and Conditions of Use must be filed within one year after such claim or cause of action arose.

G. Termination. Language of Caring may block, suspend, or terminate Client's use of the website at any time for cause. Reasons include, but are not limited to, the following: (a) Client's breach of this agreement; (b) Language of Caring is unable to verify or authenticate any information Client provides to us; or (c) Language of Caring believes that Client's actions could cause financial loss or legal liability to Language of Caring or other users of this website; (d) routine network maintenance affecting all users; or (e) Client's use of this website or service in a manner that violates the law or Language of Caring policies.