

Terms of Use

(Last Modified: December 13, 2018)

Acceptance of Terms of Use

These Terms of Use are entered into and are a binding agreement by and between you and Res-Care, Inc., d/b/a BrightSpring Health Services and its subsidiaries and affiliates, including Angel Companions, (“BrightSpring,” “we,” or “us”). These Terms of Use govern your access to and use of the content, functions, and services available on or through the www.BrightSpringHealth.com domain name and other websites on which these Terms of Use reside or are linked that are operated by BrightSpring (the “Website”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE WEBSITE. By using this Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, which is also found on the Website homepage and is incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you should not use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are 18 years of age or older. If you are not 18 years of age or older, you must not use or access this Website.

BrightSpring operates the Website from its headquarters in the United States, and the Website is generally only intended for users within the United States. If you do not reside in the United States or in any of its territories or possessions, you warrant that you will only use the Website in a manner that complies with all laws and regulations applicable to you.

Change to Terms of Use

From time to time, we may modify these Terms of Use in our sole discretion by posting the revised version on the Website. All posted changes are effective immediately and apply to all access to and use of the Website thereafter; however, any changes to the dispute resolution provisions set forth in the Choice of Law and Venue section hereinbelow will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you visit the Website so you are aware of any changes, as they are binding on you.

Accessing the Website

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website to users.

To access some of the resources that the Website offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all of the information you provide on the Website is correct, current, and complete.

Changes to the Website

We may update the content of the Website from time to time, but its contents are not necessarily complete or up-to-date. Any of the material on the Website may be out-of-date at any given time, and we are under no obligation to update such material.

Intellectual Property Rights

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- Your computer may temporarily store copies of such material in RAM incidental to your accessing and viewing this material.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use. Those pages may not be further copied, republished, posted modified, edited, transmitted, distributed, used to create derivate works of, or reverse engineered.

Prohibited Use

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate BrightSpring, a BrightSpring employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm BrightSpring or users of the Website or expose them to liability.

Additionally, you agree not to:

- Modify copies of any materials from the Website.
- Delete or alter any notices of copyright, trademark, or other proprietary rights from copies of materials from the Website.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

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Enforcement and Termination

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS BRIGHTSPRING AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF THEIR INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

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The Children's Online Privacy Protection Act requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. This Website is offered and available to users who are 18 years of age or older. If you are not 18 years of age or older, you must not use or access this Website. We do not knowingly collect or solicit personally identifiable information from children under 13 years of age. If we learn that we have collected personal information from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided personal information to us, please contact us at:

Chief Compliance Officer
BrightSpring Health Services
805 N. Whittington Parkway
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compliance@brightspringhealth.com
(502) 630-7431

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Linking to the Website

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Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. The placement and appearance of third-party advertisements on the Website is not meant to suggest that BrightSpring endorses or approves of the advertiser, advertisement, advertiser's site, or any of the products and/or services being advertised. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless BrightSpring, its parent corporations, affiliates, licensors, and services providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, judgments, awards, and expenses or fees (including but not limited to attorneys' fees) arising out of or relating to your violation of any term of these Terms of Use; your use of and access to the Website, including but not limited to any use of the Website's content, products, services, and products other than as expressly authorized in these Terms of Use; your use of any information obtained from the Website; or your violation of any third party right, including without limitation any copyright, property, or privacy right.

This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

Choice of Law and Venue

These Terms of Use will be governed by and construed in accordance with the laws of Kentucky without regard to conflict of laws principles. By using this site, you hereby agree that any disputes regarding these Terms of Use will be subject to the federal and state courts located in Jefferson County, Kentucky, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by BrightSpring of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BrightSpring to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Headings

Section titles in the Terms of Use are for convenience and do not define, limit, or extend any provision of the Terms of Use.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and BrightSpring pertaining to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.