

VistaLynk Solutions, LLC Terms of Service

1. ACCEPTANCE OF TERMS

Thank you for using VistaLynk Solutions' innovative platform for elder care providers and other professionals seeking to establish mutually beneficial business relationships to better serve our Elders. VistaLynk Solutions provides the VistaLynk Elite Provider Network service to you, subject to acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on this site by VistaLynk Solutions (collectively the 'Terms').

We reserve the right to modify these terms by posting a notice on our website, or by sending you a notice via email or postal mail. You shall be responsible for reviewing and becoming familiar with any such modifications. Such modifications are effective immediately upon first posting or notification, and use of our website or any services by you following such posting or notification constitutes your acceptance of these Terms as modified.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS OR USE THE SERVICE. BY COMPLETING THE SUBSCRIPTION AND INFORMATION REQUEST REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY ALL OF THE TERMS.

2. THE VISTALYNK ELITE PROVIDER NETWORK

VistaLynk Solutions provides users with access to an on-line resource, including without limitation, the ability to post information for the use of professionals whom consumers seek for services (collectively, the "Service"). Unless explicitly stated otherwise, any new features that enhance the current Service shall be subject to these Terms. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. The Service is available to individuals who are at least 18 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. If you do not so qualify, do not attempt to register for or use the Service. VistaLynk Solutions may refuse to offer the Service to any person or entity and may change its eligibility criteria, at any time, in its sole discretion.

3. REGISTRATION OBLIGATIONS

In consideration of use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or VistaLynk Solutions has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, VistaLynk Solutions has the right to suspend or terminate your account and refuse any and all

current or future use of the Service (or any portion thereof). You understand and agree that the service may include certain electronic and telephone communications from VistaLynk Solutions, including but not limited to, service announcements, status reports, administrative messages and the VistaLynk Solutions Newsletter, and that these communications are considered part of VistaLynk Solutions membership and (except as prohibited by applicable law) you may not be able to opt out of receiving them.

4. VISTALYNK SOLUTIONS PRIVACY POLICY

For information regarding how we treat personal information of our users, please see VistaLynk Solutions' current, full privacy policy at <http://www.VistaLynk solutions.com/privacy.html>, which is incorporated by this reference.

5. USER CONDUCT

You understand that all information, data, text, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not VistaLynk Solutions, are entirely responsible for all Content that you upload, post or otherwise transmit via the Service. VistaLynk Solutions does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content, including but not limited to business endorsements and commentary.

You agree to not use the Service to:

- Upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Harm minors in any way;
- Impersonate any person or entity, including, but not limited to, a VistaLynk Solutions official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- Upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

7. CONTENT SUBMITTED TO VISTALYNK SOLUTIONS

VistaLynk Solutions does not claim ownership of the Content you place in your VistaLynk Elite Provider Network Application. By uploading, submitting or otherwise disclosing or distributing content of any kind on the VistaLynk Solutions website or otherwise through the Service, you:

- Grant to VistaLynk Solutions, its affiliates and their assignees the perpetual, irrevocable, non-exclusive, royalty-free right to use, reproduce, display, perform, adapt, modify, distribute, make derivative works of and otherwise exploit such content in any form for the purpose of providing the Services, including without limitation, any concepts, ideas or know-how embodied therein;
- Represent and warrant to VistaLynk Solutions that you own or otherwise control all rights to such content and that disclosure and use of such content by VistaLynk Solutions (including without limitation, publishing content at the VistaLynk Solutions website) will not infringe or violate the rights of any third party; and
- Acknowledge that the content may not be treated confidentially.

You agree not to provide VistaLynk Solutions with any confidential or proprietary information that you desire or are required to keep secret.

You acknowledge that VistaLynk Solutions does not pre-screen Content, but that VistaLynk Solutions and its designees shall have the right (but not the obligation) in their sole discretion to remove or block access to any Content that is available via the Service. Without limiting the foregoing, VistaLynk Solutions and its designees shall have the right to remove any Content that violates the Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

9. INDEMNITY

You agree to indemnify and hold VistaLynk Solutions, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service, your violation of the Terms, or your violation of any rights of another.

11. MODIFICATIONS TO SERVICE

VistaLynk Solutions reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that VistaLynk Solutions shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

You agree that VistaLynk Solutions, in its sole discretion, may terminate your password, VistaLynk Solutions Site, use of the Service or use of any other VistaLynk Solutions service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if VistaLynk Solutions believes that you have violated or acted inconsistently with the letter or spirit of the Terms. VistaLynk Solutions may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms may be effected without prior notice, and acknowledge and agree that VistaLynk Solutions may immediately deactivate or delete your VistaLynk Elite Provider Network status and all related information and files. Further, you agree that VistaLynk Solutions shall not be liable to you or any third-party for any termination of your access to the Service.

21. LIMITATION OF LIABILITY

IN NO EVENT SHALL VISTALYNK SOLUTIONS (OR ITS AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) AMOUNTS IN THE AGGREGATE GREATER THAN TEN DOLLARS (\$10), EVEN IF VISTALYNK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

23. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the Terms or other matters by displaying notices on the official VistaLynk Solutions website.

25. GENERAL INFORMATION

The Terms constitute the entire agreement between you and VistaLynk Solutions and govern your use of the Service, superseding any prior agreements between you and VistaLynk Solutions (including, but not limited to, any prior versions of the Terms). These Terms and the Service contemplated hereunder are personal to you, and are not assignable, transferable or sublicensable by you except with VistaLynk Solutions' prior written consent. VistaLynk Solutions may assign, transfer or delegate any of its rights and obligations hereunder without consent. You also may be subject to additional terms and conditions that may apply when you use affiliate or other VistaLynk Solutions services, third-party content or third-party software. The Terms and the relationship between you and VistaLynk Solutions shall be governed by the laws of the State of Ohio without regard to its conflict of law provisions. You and VistaLynk Solutions agree to submit to the personal and exclusive jurisdiction of the courts located within Hamilton County, Ohio. The failure of VistaLynk Solutions to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.

26. VIOLATIONS

Please report any violations of the Terms to us at info@vistalynk.com.

THIS AGREEMENT STARTS WHEN THE PROVIDER ACCEPTS. The provider accepts when they do any of the following things after an opportunity to review this agreement:

- Give VistaLynk Solutions an electronic signature;
- Tell VistaLynk Solutions orally or electronically that you accept

IF THE PROVIDER DOESN'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.