## **Terms and Conditions**

Welcome to Nightingales Medical Trust's Main Website!

These terms and conditions outline the rules and regulations for the use of Nightingales Medical Trust's Website, located at www.nightingaleseldercare.com.

By accessing this website, we assume you accept these terms and conditions. Do not continue to use Nightingales Medical Trust's Main Website if you do not agree to all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person logged on to this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to Nightingales Medical Trust. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client or other Senior Citizens in the most appropriate manner for the express purpose of meeting the Client's or other Senior Citizens' needs in respect of provision of the Company's stated services. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## **Cookies**

We employ the use of cookies. By accessing Nightingales Medical Trust's Main Website, you agreed to use cookies in agreement with the Nightingales Medical Trust's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website.

#### License

Unless otherwise stated, Nightingales Medical Trust and/or its licensors own the intellectual property rights for all material on Nightingales Medical Trust's Main Website. All intellectual property rights are reserved.

You must not:

- Republish material from Nightingales Medical Trust's Main Website
- Sell, rent or sub-license material from Nightingales Medical Trust's Main Website
- Reproduce, duplicate or copy material from Nightingales Medical Trust's Main Website
- Redistribute content from Nightingales Medical Trust's Main Website

This Agreement shall begin on the date hereof.

# **Hyperlinking to our Content**

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;

- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Nightingales Medical Trust. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link.

No use of Nightingales Medical Trust's logo or other artwork will be allowed for linking absent a trademark license agreement.

# **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to ammend these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

### Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

### Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.