

Terms of Use

Acceptance of Terms of Use

IT IS IMPORTANT THAT YOU CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING. THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF THIS WEBSITE. IF YOU DISAGREE WITH ANY OF THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF THE WEBSITE OR OF THE COMPANY OPERATING THE WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE BY EXITING IMMEDIATELY.

Going Home (the “Company”) owns and operates this website, located at <http://goinghomemedical.com/> (the “Website”). This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you (“You” or “you”) may access and use the Website. “We” and “Us” mean both you and the Company. By accessing and using the Website you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Website.

Modifications of this Agreement

The Company may add to or remove, modify or otherwise change any part of the terms and conditions of this Agreement at any time. You should visit this web page periodically for changes to the Agreement by checking the date of “Last Update” at the top of this document. Use of the Website after such changes are posted will signify your agreement to these revised terms. If you disagree with any of the changes to the terms and conditions of this Website, your sole and exclusive remedy is to discontinue using the Website by exiting immediately.

Modifications to this Website

The Company may terminate, change, suspend or discontinue any aspect of this Website at any time without notice. Without limiting the generality of the foregoing, the Company may change the availability of any features, institute new or change existing features, add, remove, modify or otherwise change any content on this Website, impose limits on certain features or restrict access to parts or all of this Website. The Company reserves the right, but not the duty, to correct any errors or omissions in any portion of this Website at any time without notice.

Links to this Website

Certain websites may be linked to this Website, including the websites of affiliates of the Company. Not all of these links may have been permitted by the Company. Regardless of whether a link has been permitted by the Company, the Company is not responsible for the content of any website that is linked to this Website. The Company makes no representations or warranties, and does not endorse or recommend, any website that is linked to this Website, the content of any such website, the information appearing on any such website or any of the wares or services described on any such website. The fact that a website is linked to this Website does not imply that the Company sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for such website.

While the Company may allow links to the Website, it does not wish to be linked to or from any third party website which contains, posts or transmits (i) any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law or regulation which may be damaging or detrimental to the activities, credibility or integrity of the Company, (ii) any material or information of any kind which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner; or (iii) any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights.

The Company reserves the right to prohibit or refuse to accept any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Website upon the request of the Company.

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No Unlawful or Prohibited Use

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Disclaimers

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Limitation of Liability

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO LOST BUSINESS, LOST SAVINGS, LOST DATA AND/OR LOST PROFITS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE COMPANY KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE FAILURE OF THE COMPANY OR YOUR FAILURE TO PROTECT YOUR PASSWORD, ACCOUNT, OR OTHER INFORMATION.

THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD PARTY USER OF THE WEBSITE OR ANY ADVERTISER OR SPONSOR OF THE WEBSITE (COLLECTIVELY, THE "THIRD PARTY USER"). UNDER NO CIRCUMSTANCES SHALL THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, BE LIABLE FOR ANY INJURY, LOSS, DAMAGE (INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE ARISING IN ANY MANNER WHATSOEVER FROM THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD PARTY USER, OR ANY USE OR INABILITY TO USE ANY MATERIALS, SOFTWARE, CONTENT, GOODS OR SERVICES LOCATED AT OR MADE AVAILABLE AT ANY WEBSITE LINKED TO OR FROM THE WEBSITE.

IF YOU DECIDE TO ACCESS OR USE ANY LINKED WEBSITE OR CONTENT, MATERIALS, SOFTWARE, WARES OR SERVICES FROM A WEBSITE LINKED TO THE WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

YOU HEREBY RELEASE THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST THEM, ARISING FROM YOUR PURCHASE OR USE OF ANY GOODS OR SERVICES MADE AVAILABLE THROUGH THE WEBSITE OR BY THIRD PARTIES THROUGH THE WEBSITE.

Indemnity

You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents, licensors and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs or expenses whatsoever, including, without limitation, legal fees and disbursements resulting directly or indirectly from: (i) your breach of any of the terms and conditions of this Agreement; (ii) your access, use or inability to access or use the Website or any Website to which the Website is or may be linked to from time to time; (iii) your use of, reliance on, publication, communication or distribution, uploading or downloading of anything on or from the Website; and/or (iv) your violation of any applicable law or regulation.

No Advice

The information contained on the Website is for informational purposes only. It is not intended to provide legal, accounting, tax, investment, financial, medical or other advice to you, and you should not rely upon the information to provide any such advice. If you require legal, accounting, tax, investment, financial, medical or other advice, you should retain competent professionals to counsel and advise you.

Registration

To use certain features of the Website, you may be asked to register with the Website by completing a registration or application form. You agree (i) to provide true, accurate, current and complete information about yourself as prompted by any registration or application form; and (ii) to maintain and promptly update the

information you provide to keep it true, accurate, current and complete. If the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your access to and use of the Website or any portion thereof. The Company's use of any personally identifying information you provide as part of the registration process is governed by the terms of the Company's **Privacy Policy**.

Passwords

To use certain features of the Website, you may also need a username and password, which you will receive through the completion of the registration or application process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities that occur under your password or account. You agree to notify the Company immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from the Company's failure or your failure to protect your password or account information.

Security

Please note that information sent or received over the Internet is generally unsecure and the Company cannot and does not make any representation or warranty concerning security of any communication to or from the Website or any representation or warranty regarding the interception by third parties of personal or other information.

Termination

The Company may at any time, without notice, in its sole discretion and without cause, terminate your right to access or use the Website or any portion thereof. The Company may also terminate your right to access and use the Website, or any part of the Website, if you breach any term or condition of this Agreement.

Governing Law and Jurisdiction

This Website is controlled by the Company from its offices within the State of Ohio. By accessing or using the Website, you agree that all matters relating to your access to, or use of, the Website and/or the Content shall be governed by the laws of the State of Ohio and the laws of the United States, without regard to the

conflict of laws principles thereof.

General

Any consent or waiver by the Company to a breach of these Terms of Use which you have committed, whether express or implied, shall not constitute a consent or waiver to any other or subsequent breach. If any term or provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being invalidated in any way.

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We respect your privacy. Please see our **Privacy Policy** for more information on how we handle personal information collected through this Website.