

# CaregiverNC Website

## AGREEMENT AND TERMS OF USE OF

### CAREGIVERNC WEBSITE

This Agreement and Terms of Use of the CaregiverNC website (the “Agreement”) is entered into on the date of profile completion (the “Effective Date”) by and between AOS AT HOME CARE, LLC, a North Carolina limited liability company, (hereinafter referred to as “AOS”) and care seeker(hereinafter referred to as “Client”).

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as herein contained, the parties hereto agree and contract as follows:

1. AOS operates a technology platform (the “CaregiverNC website”) through which registered nurses, licensed practical nurses, certified nursing assistants, homemaker companions and other similarly skilled care providers, all of whom have represented to AOS that they operate as self-employed independent contractors, (hereinafter “Care Providers”) can market themselves to potential clients. AOS, itself, provides no health-related services or Care Provider services of any kind or variety. It will provide only the services described in this Agreement, which include operating the CaregiverNC website, permitting Care Providers who satisfy a proprietary background-screening, credential-verification and personal-interview protocol to post their professional credentials (“Profile”) on the CaregiverNC website for the purpose of marketing their services to potential clients, and granting access to those Profiles to clients in exchange for their payment of a fee.
2. Client hereby agrees to pay AOS the selected membership fee, which grants Client the privilege of accessing the CaregiverNC website for [describe the relevant period of time] and directly contacting any Care Providers whose Profiles appear on such website for the purpose of engaging such Care Providers to provide services for Client or Client’s designee. This privilege is a limited privilege that permits Client to view the CaregiverNC website for the limited purpose of finding Care Providers to provide services for Client, Client’s parent, Client’s children, Client’s grandchildren or for an individual for whom Client is the legal guardian or for whom Client holds a Power of Attorney. Client may not assign, share or otherwise transfer Client’s privilege of access to the CaregiverNC website to another person or entity.
3. Because Care Providers work in close personal contact with Client, Client is urged to personally interview a referred Care Provider before engaging a Care Provider.
4. **AOS is not a licensed home care agency, as defined in N.C. Gen. Stat. §131E-136(2); it is not a provider of any home-care services and it does not make any representations or guarantees concerning the training, supervision or competence of the Care Providers listed on its website. It does, however, provide the background screening, credential verification and a personal interview of any Care Provider whose Profile is posted on its website, as described above in Paragraph 1.**
5. Client is solely responsible for negotiating directly with a Care Provider concerning all aspects of a home-care relationship, including but not limited to, the time, location and type of services to be provided, as well as the Care Provider fees that Client will pay for such services. A Care Provider is solely responsible for billing Client for services rendered, and Client is solely responsible for

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paying the Care Provider for such services. AOS has no involvement in any financial matters between Client and a Care Provider.

6. AOS has taken commercially reasonable steps to verify the background of Care Providers listed on its website, but it offers no warranty or guarantee, express or implied, concerning the safety, reliability or appropriateness of a Care Provider.
7. Client hereby understands and agrees that while AOS obtains a third-party background-check report for each Care Provider listed on its website, such reports are not always accurate or complete. Client further understands and agrees that AOS has no control over and assumes no responsibility for the quality, accuracy, or reliability of the information included in such background-check reports, and does not independently verify the information contained therein.
8. Client may request a copy of a background-check report on a Care Provider listed on the CaregiverNC website who agrees to the disclosure of such information, provided that Client keeps such report and the information contained therein confidential, does not disclose it to any third party and promptly destroys the report within a reasonable time following its use.
9. Client acknowledges that neither AOS nor any of its agents has made any representation, covenant, promise or agreement with respect to the services that are the subject of this Agreement or any other related matter, except as expressly set forth herein. Moreover, AOS has not made any assurance, guarantee, promise or representation with respect to the results and/or outcome of any services to be provided by Care Providers whose Profiles are listed on the CaregiverNC website.
10. All Care Providers listed on the CaregiverNC website have represented to AOS that they operate as self-employed independent contractors. They are neither employees nor agents of AOS. When a Care Provider performs services for a Client, the Care Provider represents, and performs such services on behalf of, only the Care Provider, not AOS. Only Client and the Care Provider performing services for Client have a right to terminate their relationship; AOS retains no right to terminate or otherwise interfere with such relationship.
11. AOS hereby expressly disclaims any and all responsibility for monitoring the services provided by a Care Provider. Client acknowledges and agrees that AOS shall not be liable for any acts or omissions of a Care Provider, and herewith releases, indemnifies, and holds harmless AOS, its owners, officers, directors and employees, from and against any and all liability, including legal defense costs and fees, for any injury, damage or loss of any kind or nature incurred by Client or a third party in connection with or arising out of any act or omission of a Care Provider. This paragraph shall survive a termination of this Agreement.
12. EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, ACCESS TO THE CAREGIVERNC WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND AOS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE CAREGIVERNC WEBSITE, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAWS, INCLUDING WITH RESPECT TO VALIDITY, AVAILABILITY, ENFORCEABILITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
13. EXCEPT IN CONNECTION WITH OBLIGATIONS ARISING UNDER THE INDEMNIFICATION PURSUANT TO SECTION 11 HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, OR ARISING FROM ANY OTHER PROVISION OF THE AGREEMENT.

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14. This Agreement may be terminated by either party at any time by providing the other party with at least thirty (30) days' prior written notice of its intention to terminate the Agreement.
15. This Agreement contains the entire agreement between the parties hereto, and all prior agreements and representations, oral or written, are merged herein. No change, modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto. The parties acknowledge and agree that this Agreement shall in no event be construed as a third-party beneficiary contract, and that it is not intended for the benefit of any person or company except the parties hereto.
16. This Agreement shall be governed by the laws of the State of North Carolina, without regard to choice of law principles and regardless of where Care Provider's work is performed. Any litigation shall be brought in the state or federal courts of the State of North Carolina. Each party agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.
17. Should any term or provision of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrators, and legal representatives.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

AOS AT HOME CARE, LLC CLIENT

BY: Amy L Natt BY: Electronic Consent for Terms of Agreement

Name: Amy L Natt

Title: President & CEO