

# Terms of Use

Last updated: May 1, 2023

## Acceptance of the Terms of Use

As used herein, "Company", "our", "we" or "us" refers collectively and, where appropriate, singularly, to Newman Long Term Care.

These Terms of Use are entered into by and between You and the Company. The following terms and conditions, together with the [Privacy Policy](#), any other documents they expressly incorporate by reference, and any other terms and conditions which may also apply to specific portions, services, or features of this Site (collectively, these "**Terms of Use**"), govern your access to and use of the websites provided by Company.

These Terms of Use apply to the Company websites located at [www.newmanlongtermcare.com](http://www.newmanlongtermcare.com) and [www.newmanltc.com](http://www.newmanltc.com), and all other websites, mobile sites, services, applications, platforms and tools where these Terms of Use appear or are linked (collectively, the "**Site**"). This Site provides users with access to an online collection of information, materials, resources, and certain online services (collectively, the "**Services**") offered by the Company. These materials may include information related to certain products and services ("**Products and Services**") provided by the Company. The Site also contains text, pictures, graphics, logos, button items, images, works of authorship, and other content (collectively, with all information and material about Products and Services, "**Content**"), and may provide access to certain software used in connection with navigating and utilizing the functionality offered through this Site ("**Software**").

Please read the Terms of Use carefully before you start to use the Site. **By using the Site, or by clicking to agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Site.

Eligibility requirements

This Site is offered and available to users who are 18 years of age or older. Users intending to access areas of this Site requiring registration must be at least 18 years of age. By using this Site, you represent and warrant that you are at least 18 years of age or older and meet all eligibility requirements. If you are not 18 years of age or older and do not meet all eligibility requirements, you must not access or use the Site.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as you recognize and agree that they are binding on you.

## Accessing the Site & account security

We reserve the right to withdraw or amend this Site, and any Service we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time, for any period, or for any reason. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. Therefore, you are advised not to rely on the Site's availability to conduct any time-sensitive business.

To access the Site or some of the Services it offers, you may be asked to provide certain registration details or other information, as detailed in our [Privacy Policy](#). It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with those policies.

If you choose, or are provided with, a username, password, verification code and/or any other piece of information as part of our security procedures

(collectively, "**Registration Credentials**"), you understand that your Registration Credentials are personal to you and must be protected. You understand that you are responsible for any activity and transactions performed through your registered Site account. Further, you agree to notify us immediately of any unauthorized access to your registered Site account, use of your Registration Credentials, or any other security incident. You also agree to ensure that you log-out from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

As part of our enhanced login process, we require you to provide a security verification code. Verification codes will be sent to your phone number via voice or text message. You must then enter that code into the website or mobile application so that access can be granted. Security verification is required each time access to the Site is requested, unless you choose to have your device remembered. If you elect to receive the verification code via text message, you agree to the following Terms and Conditions.

#### Terms & Conditions for Text Message Security Verification:

- Program: For access to [www.newmanltc.com](http://www.newmanltc.com), users have the option to receive a verification code via text message or voice call. By choosing text message verification, you agree that Newman has the consent to send you a text message and understand that message and data rates may apply. You will be allowed to opt-out of receiving your verification code via text message for [www.newmanltc.com](http://www.newmanltc.com) access at any time.
- To Stop the Program: For [www.newmanltc.com](http://www.newmanltc.com) access, you can choose to cancel the use of your mobile device(s) for text security verification purposes by following these steps: log into [www.newmanltc.com](http://www.newmanltc.com), go to Manage My Profile, and access the "Update login security information" page.
- Deactivating mobile phone number: If you deactivate cellular service for the mobile number that you used to enroll in the security verification feature for [www.newmanltc.com](http://www.newmanltc.com) access, you are responsible for removing the same phone number from the program, as described in the "To Stop the Program" above.
- Questions: You can contact us at 800-625-9267, Monday - Friday between 8 a.m. and 5 p.m.

We have the right to disable your Registration Credentials, at any time, at our sole discretion, for any reason, without notice.

### Permitted uses

If you are a registered user, you may use the Site to make changes or perform transactions affecting the physical assets in your Company accounts.

### Intellectual property rights

The Site and its entire Contents, features and functionality (including but not limited to all information, Software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors, its service providers or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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- You may download and print one copy of a reasonable number of pages of the Site or take a screenshot of the content for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

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- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Site.

You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

Any use of the Software by you other than as required to navigate and to utilize the intended functionality offered through this Site is prohibited. You agree not to access the Services or Content by any means other than the interface provided by the Company through this Site for your use in accessing the Services and Content.

If you print, copy, modify, download or otherwise use or provide any other person with access to or content from any part of the Site in breach of the Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## Trademarks

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## Prohibited uses

You may use the Site and the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site, any content taken from it, or any copy of it, or the Services:

- In any way that violates or is prohibited by any applicable federal, state, local or international law or regulation (including, without limitation, U.S. export laws and regulations and any laws regarding the export of data or software to and from the US or other countries).
- To export or re-export the Services or any direct product thereof: (a) into (or to a national or resident of) any country that is subject to a U.S. general embargo or that is designated as a state sponsor of terrorism, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons List or the U.S. Commerce Department's Denied Parties List or Entities List. You represent that you are not located in or under the control of a national or resident of any such country or anyone on any such list.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any junk mail, chain letter or spam or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.

Additionally, You agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring, harvesting, scraping or otherwise copying any of the material or information on the Site.
- Use any manual process to monitor or copy any of the material on the Site 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 Site.
- 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 Site, the server on which the Site is stored, or any server, computer or database connected to the Site, including by soliciting passwords or personal information from any other person or by impersonating any other person or entity.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.
- Access any content or data not intended for You.

If you violate any of the usage rules contained in these Terms of Use, the Company may, in its sole discretion, and without limiting any of its other remedies, terminate your ability to access and/or use the Site and/or the Services.

#### Reliance on information presented

With the exception of information presented to you within your registered Site account, or other information prepared or presented for you personally, the information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include or link to content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## Linking to the Site & social media features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express prior consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party sites to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party sites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any site that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in immediately stopping any unauthorized framing or linking, with which you have been in any way involved. We reserve the right to withdraw linking permission without notice.

At our sole discretion, and with no prior notice, we may disable all or any social media features and any links at any time.

## Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. 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 sites linked from this Site, you do so entirely at your own risk and subject to the terms of use and any privacy and/or security policies for such sites.

### Service fees & additional charges

There is no charge to use the Site. You are responsible for any and all fees associated with your use of the Site to make payments to your Product Accounts. All Site users are responsible for any and all telephone and/or Internet service fees that may be assessed by your telephone and/or internet provider.

### Geographic restrictions

The owner of the Site is based in the state of Minnesota in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### Availability of Products & Services

Due to various insurance and other regulatory restrictions, certain Products and Services described on the Site are not available to all users. Products and Services may vary by jurisdiction and not all Products and Services are available or suitable for all United States jurisdictions. The offer to sell or buy a product is specifically limited to the jurisdictions in which the Company and its Representatives are authorized to offer the products on this Site. EXCEPT AS EXPRESSLY STATED HEREIN, THE INFORMATION CONTAINED ON THIS SITE IS NOT AN OFFER TO SELL OR A SOLICITATION TO BUY ANY SECURITY, INSURANCE PRODUCT, OR OTHER PRODUCT OR SERVICE

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### Limitation on liability

Reasonable efforts are taken to include accurate and up-to-date information on this Site. However, errors or omissions may occur. YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL THE COMPANY, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUPPLIERS, SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, OR ANY CONTENT OR SERVICES ON THE SITE OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING

BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

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

### Indemnification

You agree to defend, indemnify and hold harmless the Company, its parent company, subsidiaries, affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site or its contents.

### Conflict of terms

To the extent that any term or provision of these Terms of Use are inconsistent with the provisions of your Product or Service contract, account, or prospectus, the terms of your contract, account, or prospectus shall control.

### Resolution of claims & disputes

Unless its resolution is governed by the terms of any contract, account, or prospectus (including, as applicable, any other agreement governing resolution of disputes provided in the contract for any Products or Services, or the official rules of any promotion), which shall always take precedent over the following, any claim or dispute between you and Company that arises out of or is related to these Terms of Use or the Site may be instituted exclusively in the U.S. District Court for the Eastern District of Wisconsin, or the courts of the State of Wisconsin located in the City of Appleton, County of Outagamie, or, at Company's sole discretion, in any suit or other action by Company for

your breach of these Terms of Use, in your state or country of residence, or any other relevant state or country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### Waiver & severability

No waiver by the Company of any term or condition set forth 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 the Company 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.

### Assignment

You may not assign your responsibilities under these Terms of Use to any other party. The Company may assign these Terms of Use to any future, directly or indirectly, affiliated company. The Company may also assign or delegate certain of its rights and responsibilities under these Terms of Use to independent contractors or other third parties.

### Entire agreement

The Terms of Use and other documents incorporated herein constitute the sole and entire agreement between you and Newman Long Term Care with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

### Your comments & concerns

The Site is operated by Newman Long Term Care, 6636 Cedar Avenue South, Suite 100, Richfield, MN 55423 USA. We can also be contacted at [1-800-625-9267](tel:1-800-625-9267).