

### **Terms and Conditions**

## Agreement between User and Royalty Senior Services Consulting, LLC

Welcome to royaltyseniorserviceconsulting.com. The royaltyseniorserviceconsulting.com website (the "Site") is comprised of various web pages operated by Royalty Senior Services Consulting, LLC. royaltyseniorserviceconsulting.com is offered to you conditioned on your acceptance without modification of the terms (and amendments made to them), conditions, and notices contained herein (the "Terms").

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and you must discontinue use immediately. Please read these terms carefully before using royaltyseniorserviceconsulting.com

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

royaltyseniorserviceconsulting.com is a Senior Service Consulting Business Site.

The purpose of the website is to advertise the services of Royalty Senior Service Consulting, LLC. Royalty Senior Service Consulting, LLC provides consulting services to seniors by recommending individualized suggestive solutions to the problems faced by the stressed caregivers of seniors who suffer from dementia (Alzheimer's, Vascular, Mixed Dementia) while teaching caregivers about self-care. Essentially, our goal is twofold- to ensure that all seniors suffering from dementia enjoy good quality of life as they age and to create an atmosphere of sensitivity and understanding by providing relevant education & training to players within the healthcare industry. We provide these services at very affordable cost and serve all levels of seniors in the state of Indiana.

#### **Electronic Communications**

Visiting royaltyseniorserviceconsulting.com or sending emails to Royalty Senior Services Consulting, LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.



### **Children Under Thirteen**

Royalty Senior Services Consulting, LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 13 you may use royaltyseniorserviceconsulting.com only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

You may cancel your subscription at any time. Any cancellations made after 60 days of service will not qualify for a refund. Please contact us at tsg@royaltyseniorserviceconsulting.com with any questions.

## **Links to Third Party Sites/Third Party Services**

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Certain services made available via royaltyseniorserviceconsulting.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the royaltyseniorserviceconsulting.com domain, you hereby acknowledge and consent that Royalty Senior Services Consulting, LLC may share such information and data with any third party with whom Royalty Senior Services Consulting, LLC has a contractual relationship to provide the requested product, service or functionality on behalf of royaltyseniorserviceconsulting.com users and customers.

### No Unlawful or Prohibited Use/Intellectual Property

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Royalty Senior Services Consulting, LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other



proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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### **International Users**

The Service is controlled, operated and administered by Royalty Senior Services Consulting, LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Royalty Senior Services Consulting, LLC Content accessed through royaltyseniorserviceconsulting.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

#### Indemnification

You agree to indemnify, defend and hold harmless Royalty Senior Services Consulting, LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Royalty Senior Services Consulting, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Royalty Senior Services Consulting, LLC in asserting any available defenses.

### Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of



or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims regarding these Terms and Conditions or any disputes arising because of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

#### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Royalty Senior Services Consulting, LLC agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ROYALTY SENIOR SERVICES CONSULTING, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

ROYALTY SENIOR SERVICES CONSULTING, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ROYALTY SENIOR SERVICES CONSULTING, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ROYALTY SENIOR SERVICES CONSULTING, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ROYALTY SENIOR SERVICES CONSULTING, LLC OR ANY OF ITS SUPPLIERS HAS ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

Royalty Senior Services Consulting, LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Indiana and you hereby consent to the exclusive jurisdiction and venue of courts in Indiana in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Royalty Senior Services Consulting, LLC as a result of this agreement or use of the Site. Royalty Senior Services Consulting, LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Royalty Senior Services Consulting, LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Royalty Senior Services Consulting, LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.



Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Royalty Senior Services Consulting, LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Royalty Senior Services Consulting, LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

# **Changes to Terms**

Royalty Senior Services Consulting, LLC reserves the right, in its sole discretion, to change the Terms under which royaltyseniorserviceconsulting.com is offered. The most current version of the Terms will supersede all previous versions. Royalty Senior Services Consulting, LLC encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Royalty Senior Services Consulting, LLC welcomes your questions or comments regarding the Terms:

Royalty Selliol Selvi	ces Consulting, LLC	
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Email Address: tsg@royaltyseniorserviceconsulting.com

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Telephone number: (615) 818-7928

Effective as of January 1,2021