

Terms of Use

Effective October 2013

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("TERMS OF USE") CAREFULLY. YOUR USE OF THIS WEBSITE AS WELL AS ALL OTHER WEBSITES OWNED AND/OR OPERATED BY ORLANDO'S SENIOR HELP DESK AKA THE JEWISH PAVILION (INDIVIDUALLY AND COLLECTIVELY, "SITE" OR "SITES")) AND/OR THE SERVICES PROVIDED BY ORLANDO'S SENIOR HELP DESK THROUGH OR IN CONNECTION WITH THE SITES (INCLUDING SENIOR HOUSING AND CARE MARKETING AND INFORMATION SERVICES ("SERVICES")) IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS OF USE WITHOUT MODIFICATION. BY ACCESSING OR USING THE SITES AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF USE, DO NOT USE THE SITES AND/OR THE SERVICES.

The Sites and the Services are provided by ORLANDO'S SENIOR HELP DESK AKA THE JEWISH PAVILION ("ORLANDO'S SENIOR HELP DESK"). The Terms of Use apply to your access to, and use of, the Sites and/or the Services, so please read them carefully.

We reserve the right to change or modify any of the Terms of Use, the Sites, and/or the Services at any time. If we decide to change our Terms of Use, we will post a new version on the Sites and update the date. Any change or modifications will be effective immediately upon posting of such changes or modifications on the Sites, regardless of whether we provide you with any specific notice of such changes or modifications. To the extent that notice is required under any applicable law or otherwise, and to the extent allowable by law, you waive the right to any such notice. Your use of the Sites and/or the Services following the posting of changes or modifications to the Terms of Use will constitute your acceptance of the revised Terms of Use. Therefore, you should review the Terms of Use and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Sites and/or Services. If you do not agree to the amended terms, you must immediately stop using the Sites and/or Services.

The Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with ORLANDO'S SENIOR HELP DESK for services, products or otherwise. Your access to, and use of, the Sites may also be subject to any legal notices or additional terms and conditions applicable to the Sites and/or Services, in addition to these Terms of Use, ("Additional Terms"). Where Additional Terms apply to the Services, the Additional Terms will be accessible for you to read through your use of the Services and/or provided separately. These Terms of Use, together with the Additional Terms, form a legally binding agreement between you and ORLANDO'S SENIOR HELP DESK in relation to your use of the Sites and/or Services. It is important that you take the time to read them carefully. If there is any contradiction between what the Additional Terms say and what these Terms of Use say with respect to the Services, then the Additional Terms shall take precedence in relation to that Service.

To use the Sites and/or Services, you must be of legal age to enter into a binding contract and not be prohibited from using the Sites and/or Services by the laws of the jurisdiction from which you access the Sites and/or Services.

Our Services

ORLANDO'S SENIOR HELP DESK is a senior housing and care marketing and information service that provides resources and personalized assistance in finding senior housing and care. We provide information regarding options based on a loved one's stated needs and preferences and empower individuals and families to make informed decisions. This may include independent living, home care, residential care homes, assisted living, specialized memory care and skilled nursing. Based on the family's stated needs and preferences, we provide the family with information about contracted communities ("Participating Communities") and we forward the family's information to those Participating Communities. Families can review detailed information about local and national Participating Communities, and get personalized, knowledgeable assistance by telephone from a local Senior Living Advisor. The service is offered at no charge to families as the Participating Communities pay a fee to ORLANDO'S SENIOR HELP DESK.

Participating Senior Housing and/or Care Communities

The Participating Communities are solely responsible for evaluating, accepting (or declining, as appropriate), and caring for all residents, including, without limitation, ensuring that their staff are appropriately qualified, current on education, and possess the necessary facilities, resources, technology, and equipment to competently provide the services and care required by its residents. Each Participating Community is responsible for the conditions at its community and the training of and acts and omissions of its employees, contractors, vendors, and any other individual who works at or for a community.

Each Participating Community is responsible for the content of representations and information posted on its page or on the Sites. The information does not represent our views

or the views of any individual associated with us, and we do not endorse, monitor or control this content. We do not vouch for the accuracy or completeness of any representation or information posted by and/or for the Participating Community on the Sites, and do not take any responsibility or assume any liability for any actions you may take as a result of reading the information posted by and/or for the Participating Community on the Sites. By using the Sites and/or Services, you assume all associated risks.

No Endorsement; No Affiliation

We exercise no independent judgment as to the quality of, nor do we recommend or endorse, any Participating Community. We provide only an information service and do not (1) place the consumer in any Participating Community, (2) perform any medical assessment of or for the consumer or the Participating Community, or (3) participate in the consumer's and Participating Community's decision regarding final selection or admittance. Further, we are not a representative of or agent for either the consumer or the Participating Community and do not act on either's behalf. It is the responsibility solely of the Participating Community and the potential resident, and/or the potential resident's family and care provider(s) and/or other involved parties acting on the potential resident's behalf to determine if any person is an appropriate admission to the Participating Community.

No Professional Advice

All information, materials, content and/or representations on the Sites or provided through the Services is for informational purposes only and is not intended to replace or substitute for any professional, financial, medical, legal or other advice. ORLANDO'S SENIOR HELP DESK expressly disclaims, and you expressly release ORLANDO'S SENIOR HELP DESK from, any and all liability concerning any loss or damage resulting from any treatment, action by, or effect on any person following the information offered or provided within or through the Sites and/or Services. You should consult with an appropriately trained, licensed, and/or certified professional for all concerns that require medical, legal, financial or other professional advice.

Privacy and Consent to Communications

Your privacy is important to us, and we provide a Privacy Policy that sets out how we collect and use your personal information provided through the Sites. Please review our Privacy Policy to which you should refer to fully understand how we collect and use personal information; your use of the Sites and/or Services will constitute your acceptance of the terms and conditions of the Privacy Policy. By filling out any forms on the Sites or providing information to us, you expressly consent to being contacted by us and/or the Participating Communities, whether by phone, mobile phone, email, mail or otherwise. If you are a customer or potential customer of the Services, you authorize us to provide the information that you provided us and related information we may receive from third parties to Participating Communities for the purpose of providing Services. Such authorization shall continue in effect until you have withdrawn your consent by requesting that we no longer provide you Services; provided that we may continue to refer to and/or disclose your information when communicating with a Participating Community as necessary for our normal Participating Community related business practices (such as Participating Community billing matters) until such matters are closed.

When using the Sites and/or Services, you agree to provide true, accurate, current and complete information about yourself as prompted by various forms. You additionally agree to maintain and promptly update your information as needed to keep it true, accurate, current and complete. If you provide information that is untrue, inaccurate, not current, or incomplete, or if ORLANDO'S SENIOR HEALTH DESK or its authorized agents and contractors have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ORLANDO'S SENIOR HEALTH DESK or its authorized agents and contractors reserve the right to suspend and refuse all of your current or future use of the Site and/or Services.

Use of Sites; Limited License

You are granted a limited, non-sublicensable license to access and use the Sites and all content, data, information and materials included in the Sites (the "Site Materials") solely for your personal use, subject to the terms and conditions set forth in the Terms of Use. You will not use the Sites or any of the Site Materials other than for their intended purpose or in any way that is unlawful or harms ORLANDO'S SENIOR HELP DESK. Any use of the Sites or the Site Materials other than as specifically authorized herein is strictly prohibited and, without limiting other available remedies, will automatically and immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in the Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by ORLANDO'S SENIOR HELP DESK at any time, with or without cause or notice.

No Unauthorized Access of and/or Use of the Sites and/or Services

The following are examples of some actions and activities that are prohibited by you in accessing and/or using the Sites and/or Services, and you agree not to do any of the following:

- Using the Sites for commercial purposes.
- Conducting or promoting any illegal activities while using the Sites or Services.
- Uploading or attempting to upload or otherwise transferring any virus, worm, trap door, back door, Trojan horse, timer, clock, counter, or other limiting or malicious routine, instruction, or design that would cause harm to the Sites, ORLANDO'S SENIOR HELP DESK's computer and/or telecommunication systems or data.
- Interfering in any way with the proper functioning of the Sites (including harming, disabling, or significantly slowing) or interfering with or disrupting any servers or networks connected to the Sites, or disobeying any requirements, procedures, policies or regulations of networks connected to the Sites.
- Modifying, copying, distributing, reselling, transmitting, displaying, performing, reproducing, publishing, licensing, creating derivative works from, framing in another web page, and/or using on any other Web site or service any of the Sites content.
- Engaging in the practices of "screen scraping," "database scraping," "data mining" or any other activity with the purpose of obtaining lists of users or other information, in whole or in part, from the Sites or use web "bots" or similar data gathering or extraction methods for such purposes.
- Attempting to reverse engineer or jeopardize the correct functioning of the Sites, or otherwise attempting to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Sites;
- Attempting to gain access to secured portions of the Sites.
- Circumventing, attempting to circumvent, disabling, or attempting to disable, or discovering or attempting to discover any security measures (including without limitation encryption algorithms, keys, passwords, and the like) used by or for ORLANDO'S SENIOR HELP DESK to protect its computer and/or telecommunications systems.
- Using the Sites and/or Services to generate unsolicited email advertisements or spam; and/or allowing, enabling, or otherwise supporting the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam).
- Using the Sites and/or Services to stalk, harass or harm another individual or entity.

- Impersonating any person or entity, or otherwise misrepresenting your identification or your affiliation with a person or entity; or
- Uploading, distributing or printing anything that may be harmful to minors.
- Mirroring or framing the Sites, placing pop-up windows over its pages, or otherwise affecting the display of its pages.
- Engaging in any other action in any way that is unlawful or harms ORLANDO'S SENIOR HELP DESK.

Intellectual Property Ownership

Copyright Information

All trademarks, service marks, and trade names are proprietary to ORLANDO'S SENIOR HELP DESK and our licensors. All rights, title, and interests in and to the Sites, including content, materials, trademarks and other intellectual property contained in the Sites, vest solely in ORLANDO'S SENIOR HELP DESK and its licensors. The ORLANDO'S SENIOR HELP DESK name, and any ORLANDO'S SENIOR HELP DESK products and services, slogans or logos referenced herein on the Sites are either trademarks or registered trademarks of ORLANDO'S SENIOR HELP DESK in the United States and/or other countries. The names of actual third party companies and products mentioned in the Sites may be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

You should assume that everything you see or read on the Site is copyright-protected unless otherwise noted, and may not be used except as provided in these Terms of Use. All other use shall require the written permission of ORLANDO'S SENIOR HELP DESK, its authorized agents and contractors, or such third party that may own the materials. ORLANDO'S SENIOR HELP DESK neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with ORLANDO'S SENIOR HELP DESK.

Images

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Trademark information

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(collectively the "Trademarks"). Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks without the written permission of ORLANDO'S SENIOR HELP DESK, its authorized agents and contractors, or such third party that may own the Trademarks. Your use of the Trademarks, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited.

Copyright Infringement Notices

If you are a copyright owner and believe your copyrighted material has been used on this Site in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice to The Jewish Pavilion, 421 Montgomery Road #131, Altamonte Springs, FL 32714, Attn: General Counsel. Please include the following information: (1) a detailed description of the allegedly infringed copyrighted material, (2) a description of the location of such material on the Site, (3) your contact information, including address, telephone number, and email address (if any), (4) your statement that you have a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent or the law, (5) your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf, and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert copyright infringement and to submit the statement.

Account Security

On certain portions of the Sites, you will be provided with a password and user identification to use the Sites. You must agree to abide by these Site Terms and are responsible for all activity under such user identification. You are responsible for maintaining the confidentiality and security of any password connected with your account and for all activities that occur under your password and account. You agree to immediately notify ORLANDO'S SENIOR HELP DESK of any suspected or confirmed unauthorized use of your password or account or any other breach of security. You additionally agree to ensure that you exit from your account at the end of each session.

Hyperlinks to External Web Sites

The Sites may provide links to external Web sites ("External Web Sites"). We provide these links to External Web Sites for your convenience only. We do not control such External Web Sites; therefore, ORLANDO'S SENIOR HELP DESK is not responsible for the content of any linked site or any link contained in a linked site. Our inclusion of links to such External Web Sites does not imply any endorsement of any such third party who advertises their goods or services through the Sites (including Participating Communities). We make no claim or

representation regarding, and accept no responsibility for, the quality, content, nature or reliability of External Web Sites.

When you leave the Site, you should be aware that our Terms of Use and our Privacy Policy do not apply to your use of External Web Sites. You should review the applicable terms and policies, including privacy and data gathering practices, of any External Web Sites to which you navigate from the Site. Your use of and dealings with the owners or operators of these External Web Sites are at your own risk, and you agree not to make any claim against ORLANDO'S SENIOR HELP DESK arising out of your use of these External Web Sites.

Third Party Products and Services

We may run advertisements and promotions from third parties (including Participating Communities) on the Sites or may otherwise provide information about or links or referrals to third-party (including Participating Communities) products or services on the Sites ("Third Party Products and Services").

We do not make any guarantees about the accuracy, currency, suitability, or quality of the information about such Third Party Products and Services, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by Third Party Products and Services. Because we do not control such Third Party Products and Services, we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or from any Third Party Products and Services, and you use such Third Party Products and Services at your own risk.

Your business dealings or correspondence with, or participation in promotions of, such Third Party Products and Services, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and such third party.

You should investigate and use your independent judgment regarding the merits, quality and reputation of any Third Party Products and Services that you find on or through the Sites.

Public Areas and Submissions

If you use a "Public Area", such as the Eldercare Forum, message board, or other community area that allows user posts, additional terms and conditions apply to you.

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding ORLANDO'S SENIOR HELP DESK, the Sites, and/or the Services, provided by you in any manner including but not limited to e-mail, other written, or oral submissions to ORLANDO'S SENIOR HELP DESK, or postings on the Sites ("Submissions"), are non-confidential. We are entitled to the unrestricted use, dissemination, distribution, display, reproduction, sublicense, post, and/or publication of the Submissions for any purpose, commercial or otherwise,

without acknowledgment or compensation to you, and we will own the exclusive rights, including all intellectual property rights, to the Submissions.

If you are an author of a Submission, you are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harassing, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. You warrant and agree that you will not post any materials that would (a) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including any threatening, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent messages of any kind; (b) violate or infringe upon the rights of others, including their privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights, without first obtaining permission from the person who owns or holds that right; (c) contain a virus or other material of a destructive nature; and (d) violate any law, statute, ordinance or regulation including but not limited to misrepresentation, fraud, deception, anti-discrimination, and/or false advertising. You further warrant and agree that you will not upload, post, email or otherwise transmit any confidential information, trade secrets, "junk mail," "spam," "chain letters," "pyramid schemes," and/or any software virus. You acknowledge that ORLANDO'S SENIOR HELP DESK or its authorized agents and contractors do not pre-screen content posted or transmitted by others, and that they reserve the right to remove any content that violates the Terms of Use or is otherwise objectionable in the sole determination of ORLANDO'S SENIOR HELP DESK. You agree to defend, indemnify and hold harmless ORLANDO'S SENIOR HELP DESK from any liability arising from information, representations and/or materials posted by you.

Additional terms and conditions may apply to you in your use of the "Public Area", the Eldercare Forum, message board, or other community area.

Disclaimer

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LINKS, INFORMATION, MATERIALS, SERVICES AND PRODUCTS AVAILABLE ON OR THROUGH ON THE SITES AND/OR SERVICES. IN ADDITION, ORLANDO'S SENIOR HELP DESK IS NOT RESPONSIBLE FOR THE PRODUCTS OR SERVICES PROVIDED BY, OR THE CONDUCT OF, ANY THIRD PARTY OR ITS AGENTS OR EMPLOYEES (EVEN IF WE HAVE INTRODUCED YOU TO SUCH PARTY OR PARTIES), INCLUDING WITHOUT LIMITATION, ANY PARTICIPATING COMMUNITY OR OTHER HEALTH CARE AND/OR ANY OTHER SENIOR HOUSING AND CARE PROVIDER, WHETHER OFFLINE OR ONLINE. NO ORAL OR WRITTEN INFORMATION FROM ORLANDO'S SENIOR HELP DESK OR ANY OTHER PARTY WILL MODIFY THIS DISCLAIMER. ORLANDO'S SENIOR HELP DESK EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR COVENANTS THAT THE MATERIALS ON THE SITES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE WE ATTEMPT TO PROVIDE YOU ACCESS SAFE FROM VIRUSES, ORLANDO'S SENIOR HELP DESK DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE SITES OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL ORLANDO'S SENIOR HELP DESK BE LIABLE TO USER FOR ANY OF THE PRODUCTS, SERVICES, CONTENT OR INFORMATION PROVIDED THROUGH THE SITES OR OTHERWISE PROVIDED BY OR ON BEHALF OF ORLANDO'S SENIOR HELP DESK.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ORLANDO'S SENIOR HELP DESK OR THE ASSOCIATED PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES AND/OR SERVICES, OUR ACTS OR OMISSIONS UNDER OR IN ANY WAY RELATED TO THE SITES AND/OR SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH THE SITES AND/OR SERVICES, REGARDLESS OF THE LEGAL THEORY INCLUDING WITHOUT LIMITATION TORT, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY BY US OR ANY ASSOCIATED PARTY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS OF THIS "LIMITATION OF LIABILITY" SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INDIRECT DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold ORLANDO'S SENIOR HELP DESK and the Associated Parties harmless from any claim or demand, including attorneys' fees, arising out of your use of the Sites and/or the Services or your violation of our Terms of Use, or the infringement by you of any intellectual property or other right of any person or entity.

Termination

We may terminate or suspend your access to the Sites at any time, with or without cause, and with or without notice. Upon such termination or suspension, your right to use the Sites will immediately cease.

Changes to the Sites and/or Services

We reserve the right to change, modify, suspend, or cease to provide the Sites and/or Services (and therefore, your access to and use of) at any time without notice.

Governing Law and Forum Selection

The Terms of Use are construed under the laws of the State of Florida, without reference to its conflict of laws provisions. You agree that any action at law or in equity arising out of or relating to the Sites and/or Services can be filed only and exclusively in a state or federal court located in Orlando, Florida, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of the Sites and/or Services. You hereby knowingly, voluntarily, intelligently, and irrevocably waive any available affirmative defenses under federal law or any states' laws to venue and jurisdiction in Orlando, Florida, including without limitation improper venue, forum non conveniens, lack of in personam jurisdiction, and all related defenses. You further agree that this forum-selection clause shall apply to any and all claims under federal law or any states' laws and that arise from or relate in any way to the Sites and/or Services, including, without limitation, contract, tort, and all other statutory or common law claims seeking equitable or legal relief, whether asserted as a cause of action, counterclaim, cross-claim, affirmative defense, or otherwise, and whether asserted on an individual basis or as putative representative of a class.

Waiver of Right to Jury Trial

YOU HEREBY KNOWINGLY, VOLUNTARILY, INTELLIGENTLY, AND IRREVOCABLY WAIVE YOUR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR IN ANY MANNER RELATING TO THE TERMS OF USE AND/OR ORLANDO'S SENIOR HELP DESK'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER. The scope of this waiver is intended to be all-encompassing and shall apply to any and all claims arising under federal law or any states' laws and that arise from or relate in any way to the subject matter of the Terms of Use and/or our performance, including, without limitation, contract, tort, and all other statutory or common law claims seeking equitable or legal relief, whether asserted as a cause of action, counterclaim, cross-claim, affirmative defense, or otherwise, and whether asserted on an individual basis or as putative representative of a class. You expressly acknowledge that this provision is an essential aspect of the bargain embodied by the Terms of Use.

Claims Subject to Mandatory and Binding Arbitration

Subject to and without limiting the Governing Law and Forum Selection section, you expressly agree that any claim or cause of action that arises from, relates to, or has connection with the Sites and/or Services shall, at the sole option or election of ORLANDO'S SENIORS HELP DESK, be adjudicated exclusively and finally by arbitration in Orlando, Florida, administered by the American Health Lawyers Association Alternative Dispute Resolution Service under its Rules of Procedure for Arbitration (available at <http://www.healthlawyers.org>). The arbitration award shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except as required by applicable law, you knowingly, voluntarily, intelligently, and irrevocably waive any right to appeal from the arbitration award, including but not limited to any appeal from any judgment entered on the arbitration award or any order based thereupon. YOU EXPRESSLY AGREE THAT ANY CLAIM OR CAUSE OF ACTION THAT IS SUBJECT TO ARBITRATION UNDER THE TERMS OF USE MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER EXPRESSLY AGREE THAT THE ARBITRATOR SHALL NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Waivers Not Applicable in State of Florida

To the extent such provisions are not allowed or we otherwise state in writing to you that such provisions of the Terms of Use are not intended by us to apply to you, waivers of liability and rights by certain individuals do not apply under State of Florida law and therefore the waivers of liability and rights set out in the Terms of Use may not apply to you if you are a State of Florida resident or to the extent you are seeking Services in State of Florida.

General Terms

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, 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 Terms of Use will continue in effect. You may not assign the Terms of Use, or assign, transfer or sublicense your rights, if any, in the Sites. Except as expressly stated herein, the Terms of Use constitute the entire agreement between you and the ORLANDO'S SENIOR HELP DESK with respect to the Sites.

The parties have required that the Terms of Use and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais. If there is any contradiction between what the English language version of the Terms of Use says and what a translation says, then the English language version shall take precedence.