Terms of Use

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

By using our Web site located at the URL www.wilshirehcs.org and any other site provided by us (collectively, this Site) you are indicating your acceptance of the following terms and conditions (Terms of Use).

Services

Wilshire Health & Community Services is a leading provider of comprehensive, post-acute health care and related services. This Site offers information about our programs and services, a list of community resources, opportunities to become involved with our organization, and other resource information.

The information provided in this Site is not intended to, nor should it in any way be used to, replace medical consultations with qualified health or medical professionals relative to your individual health or medical needs, or those of your loved ones. Any information obtained through this Site is provided without the benefit of a professional assessment or evaluation and therefore is not a professional opinion or a recommended course of action and should not be relied on in any specific situation. Please keep this in mind while making use of this Site and the information provided in this Site.

Modifications to Terms of Use

We reserve the right, at any time, to modify, alter, update or remove portions of these Terms of Use. Please check them and all other policies from time to time as your continued use of this Site signifies your acceptance of any changed items.

Restrictions On Use of This Site and Its Contents

This Site is owned and operated by us. All materials appearing on this Site, including the text, site design, logos, graphics, icons and images, as well as the selection, assembly and arrangement thereof, are the sole property of us and our licensors. You agree to use the content of this Site only for your personal use and for no other purpose, commercial or otherwise.

We authorize you to download and print documents and portions of documents, published by us on this Site solely for your personal use. Any other copying, modification, reproduction, performance, display, incorporation into any other Web site or other work, redistribution, retransmission or publication of any downloaded material is strictly prohibited without our

express written consent. You agree not to change or delete any copyright, trademark or other proprietary notices from any copy of these documents which you download or print.

No Medical Advice or Recommendations

This Site offers information, tools and resources of possible assistance to you in making health related decisions and caring for yourself or a loved one. However, we do not provide medical advice through this Site or through any services offered on this Site. We are not a medical referral service and this Site does not provide medical referrals, or make recommendations or endorsements for any personal care or healthcare providers.

Disclaimers

While we endeavor to provide the most accurate, up-to-date information available, the directories and information contained in this Site may, at times, contain inaccuracies or errors, and may be changed or updated without notice. We cannot guarantee that the content or other information provided through this Site will be accurate or up-to-date.

THIS SITE AND THE CONTENT ON THIS SITE ARE PROVIDED BY US ON AN "AS-IS" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE OPERATION OF THIS SITE, AND THE INFORMATION, CONTENT, MATERIALS OR VEHICLES INCLUDED ON THIS SITE.

Limitation of Liability

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY DAMAGES OF ANY KIND RELATING TO THE USE OF THIS SITE, ITS CONTENT OR LINKS, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Links

This Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties. We are providing these links solely as a convenience. The appearance of a link does not imply our endorsement of the link/site, nor are we responsible for the content of any linked site. You access linked sites at your own risk.

Third-Party Content

Certain content from third-party vendors may be made available as part of this Site. This content is believed to be reliable, but we do not endorse or guarantee the accuracy or

completeness of this content. We also make no representation or warranty concerning your legal right to reproduce, redistribute, retransmit or republish any third party content appearing on this site.

Compliance With Laws

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this Site. We may, in our sole discretion, report actual or perceived violations of law to law enforcement or other appropriate authorities. If we become aware, through a complaint or otherwise, of any potential or suspected violation of law or these Terms of Use, we may (but are not obligated to) conduct an investigation to determine the nature and extent of the suspected violation, during which investigation we may suspend services to any anyone under investigation. You agree to cooperate fully with any such investigation. You acknowledge that violations of these Terms of Use could subject you to criminal or civil penalties.

User Responsibilities, Communications, Feedback, and Submissions

You agree not to use this Site or any content contained in it for any illegal or inappropriate activities.

We welcome your comments and feedback regarding this Site. However, we do not want and cannot accept any ideas, materials or suggestions you consider to be confidential or proprietary. Accordingly, all comments, feedback, ideas, suggestions and other similar submissions disclosed, submitted or offered to us while using this Site or otherwise (collectively, Submissions) are not confidential and, upon disclosure or submission to us, may be used by us without compensation and without the need to obtain permission, as though such Submissions were our property. We shall be entitled to use, display, publish, reproduce, modify, transmit, sublicense, translate and create derivative works from any such Submissions and distribute them in any medium and through any method of distribution, transmission or display for any purpose whatsoever, commercial or otherwise, without compensation or any other obligation to the provider of the Submissions.

Termination of Usage

We may terminate or suspend your access to all or part of this Site, without notice, with or without cause at any time, in our sole discretion.

Applicable Law

This Site is controlled by us from our offices within the State of California, United States of America. The laws applicable to the interpretation of these Terms of Use shall be the laws of the State of California, USA, without regard to any conflict of law provisions. We make no representation that the content in this Site is appropriate for access either within or without

the State of California. Those who choose to access this Site do so on their own initiative and are responsible for compliance with all laws. If any provision within these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and all remaining provisions shall be enforced.

Disputes

You agree that any action at law or in equity arising out of or relating to the Site or these Terms of Use shall be filed only in the state courts of San Luis Obispo County, California, USA, or the U.S. Federal District Court for the Central District of California, and that you hereby consent and submit to the exclusive jurisdiction and venue of such courts. No action arising under or relating to these Terms of Use may be brought by either party more than one year after the cause of action has occurred.

Trademarks

All Wilshire Health & Community Services, Inc. trademarks, trade names and service marks are proprietary to us, and may not be used by any other person, in any manner whatsoever, without our written permission. All other trademarks, product names and company names and logos are the property of their respective owners and are subject to such limitations on use as may be established by their owners, and who should be consulted regarding the terms of their use.

Please feel free to contact us to resolve a complaint regarding any aspect of service relating to this Site by writing to us at the address below, sending email to webmaster@wilshirehcs.org.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R. Street, Suite 3090, Sacramento, CA 95814 or by calling 1-800-952-5210.

How to Contact Us
Wilshire Health & Community Services, Inc.
285 South Street, Suite J
San Luis Obispo, CA 93401
805-547-7025