

WEBSITE TERMS AND CONDITIONS STATEMENT

The following terms and conditions ("Terms and Conditions") govern your use of the World Wide Web Sites located at securecomfortcare.com (referred to herein as the "Site"). By accessing, viewing, or using the content, material, or services available on or through this Site, you, individually and on behalf of any person, organization, entity, or employer for which you are acting, acknowledge that you have read and understand these Terms and Conditions, and that you, individually and on behalf of any person, organization, entity, or employer for which you are acting, agree to them and intend to be legally bound by them. If you do not agree to these Terms and Conditions, you are not granted permission to use this Site and must exit immediately.

These Terms and Conditions may be changed at any time. It is the obligation of users returning to the Site to learn of changes to the Terms and Conditions since their last visit. Any change to these Terms and Conditions shall be effective as to any visitor who has visited the Site before the change was made.

1. Proprietary Rights

All works of authorship, information, content, functional components, and material appearing on or contained in this Site ("Site Materials") are protected by law, including but not limited to, United States copyright law. Except as explicitly stated on the Site, the entirety of the Site Materials (including, without limitation, data, illustrations, graphics, audio, video, photographs, pictures, illustrations, recordings, drawings, sketches, artwork, images, text, forms, source code and look and feel attributes) are Secure Comfort Transportation, LLC's ("Secure Comfort Care's") copyrighted works, all rights reserved. Secure Comfort Care also owns a copyright in this Site as a collective work and compilation, and in the selection, coordination, arrangement, organization, and enhancement of the Site Materials.

Removing or altering any copyright notice or any other proprietary notice on any Site Materials is strictly prohibited. Any commercial use of any Site Materials, in whole or in part, without the prior written consent of Secure Comfort Care, is prohibited. Any reproduction, distribution, performance, display, preparation of derivative works based upon, framing, capturing, harvesting, or collection of, or creating of hypertext or other links or connections to, any Site Materials or any other proprietary information of Secure Comfort Care, without Secure Comfort Care's advance written consent, is prohibited; provided, however, you may download one temporary copy of these

materials on any single computer, and you may print one copy of these materials for your use in learning about, evaluating, or acquiring Secure Comfort Care's or its licensees' or licensors' services or products, provided that you include a complete copy of these Terms and Conditions.

All names, trademarks, service marks, symbols, slogans, and logos appearing on the Site (the "Marks") are proprietary to Secure Comfort Care or its licensors. Use or misuse of the Marks without advance written consent from Secure Comfort Care or the respective Mark's owner is expressly prohibited and may violate federal and state trademark law.

2. Third Party Products and Services

Parties other than Secure Comfort Care may provide products or services on the Site. Secure Comfort Care expressly disclaims any and all responsibility for the quality of products or services provided by or advertised by these third parties.

Additionally, this Site may, from time to time, contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. These sites are maintained by organizations over which Secure Comfort Care exercises no control, and Secure Comfort Care expressly disclaims any and all responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on these third-party sites.

3. Informational Purposes Only.

The information on this Site is for informational purposes only. No information, services, or materials offered by or through this Site shall be construed as or understood to be medical or transportation advice or recommendations. None of the information on this Site shall be used to diagnose to treat any health problem or condition. Opinions, where and when expressed, are subject to change without notice.

4. Securities Information

This Site and the information contained herein do not constitute an offer or a solicitation of an offer for the purchase or sale of any securities. This Site may contain information and press releases about Secure Comfort Care, and although this information was believed to be accurate as of the date prepared, Secure Comfort Care disclaims any duty or obligation to update such information. To the extent that any information is deemed to be a "forward looking statement" as defined in the rules and regulations of the Securities Act of 1933, as amended, such information is intended to fit within the "safe harbor" for forward looking information and is subject to material risk factors which may or may not be disclosed herein.

5. Communications with the Site

Secure Comfort Care welcomes your feedback and suggestions about how to improve our products, information, and services and this Site. By transmitting any suggestions, information, data, material, or other content (collectively, "Submissions") to Secure Comfort Care, you automatically grant Secure Comfort Care the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display any or all of such Submissions (in whole or part) throughout the universe and to incorporate such in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Submission(s). Further, Secure Comfort Care is free to use any ideas, concepts, methods, know-how, techniques, and processes contained in any communications you send to this Site for any purpose whatsoever, including, but not limited to, creating and marketing products, information, or services using such information.

6. Nature of the Internet

Given the nature of the Internet, the transmission of any communication or material to Secure Comfort Care via the Site or Internet electronic mail, whether encrypted or otherwise, cannot be guaranteed as, and is not represented to be, secure. As an alternative to communicating via the Internet or electronic mail, Secure Comfort Care can be contacted by regular mail at PO BOX 427 Newell, NC 28126-0427, by phone at (704) 701-7392, by facsimile at (980) 939-1246.

7. Privacy Statement

LogistiCare has a Privacy Statement setting out Secure Comfort Care's online information gathering, security and dissemination practices with respect to the Site. Click here to view the [**Site Privacy Statement**](#), which is incorporated into these Terms and Conditions by reference, as if set forth fully herein.

8. Disclaimer of Warranty and Liability

THIS SITE, THE SITE MATERIALS ON AND IN AND MADE AVAILABLE THROUGH THIS SITE, AND THE SERVICES, INFORMATION, AND PRODUCTS OFFERED IN CONNECTION THE SITE ARE MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS." USE OF THIS SITE IS ENTIRELY AT YOUR OWN RISK. SECURE COMFORT CARE MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THIS SITE, THE SITE MATERIALS ON AND IN AND MADE

AVAILABLE THROUGH THIS SITE, AND THE SERVICES, INFORMATION, AND PRODUCTS OFFERED IN CONNECTION THE SITE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT WITH REGARD TO ANY AND ALL SITE MATERIALS ON AND IN AND MADE AVAILABLE THROUGH THIS SITE IS WITH YOU.

SECURE COMFORT CARE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY OR DO RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THIS SITE, THE SITE MATERIALS ON AND IN AND MADE AVAILABLE THROUGH THIS SITE, OR THE SERVICES, INFORMATION, AND PRODUCTS OFFERED IN CONNECTION THEREWITH, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT ANY PARTY HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF LOGISTICARE TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THIS SITE, THE SITE MATERIALS ON AND IN AND MADE AVAILABLE THROUGH THIS SITE, OR THE SERVICES, INFORMATION, OR PRODUCTS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU FOR USE OF THIS SITE.

9. Corrections and Changes

Secure Comfort Care endeavors to keep the Site and Site Materials up-to-date. Without limiting anything else in these Terms and Conditions or otherwise, Secure Comfort Care is not responsible for any errors or omissions in the Site or Site Materials. Secure Comfort Care may make changes to the Site or Site Materials, or to the products, information, or services made available in connection with this Site, at any time with or without notice, and Secure Comfort Care makes no commitment to update the

information contained on or in this Site. Secure Comfort Care reserves the right to terminate your access to this Site in the event that you violate these Terms and Conditions or for any reason whatsoever or no reason, with or without notice, in addition to any and all other remedies available at law or in equity.

10. Indemnification

You agree to defend Secure Comfort Care and its directors, officers, employees, agents, partners, and contractors ("Secure Comfort Care Indemnitees") against all actions, suits, and other proceedings of third parties arising out of or incurred in connection with this Site and your use of this Site, your fraud, violation of law, or willful misconduct, or any breach by you of these Terms and Conditions ("Claims") and shall indemnify and hold Secure Comfort Care Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including without limitation, reasonable attorney's fees and attorney's disbursements) arising out of or incurred in connection with such Claims. You shall have the right to control the defense and settlement of any Claims for which you are obligated to defend, but the Secure Comofrt Care Indemnitees shall have the right to participate in such Claims at their own cost and expense. You may not settle any Claim without the prior consent of Secure Comfort Care, which consent shall not be unreasonably withheld. Your liability under this Section 10 shall be reduced to the extent that you are actually prejudiced by the Secure Comfort Care Indemnitees' failure to give notice promptly after the Secure Comfort Care Indemnitees learn of such Claim.

11. Use of the Internet

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. Without limiting anything else in these Terms and Conditions or otherwise, neither Secure Comfort Care nor its contractors will be liable for any loss resulting from failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

12. Governing Law and Jurisdiction

These Terms and Conditions, including, without limitation, the Privacy Statement, represent the entire agreement between you and Secure Comfort Care with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be

governed by and construed in accordance with the laws of the State of North Carolina without reference to its conflict of law rules **PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY EXCEPT TO THE EXTENT THAT THE LAW EXPRESSLY PROHIBITS ALTERATION BY THESE TERMS AND CONDITIONS OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE LAW.** By accessing, viewing, or using the Site Materials or this Site, you consent to the jurisdiction of the federal and state courts presiding in Charlotte, NC, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by Secure Comfort Care from its offices within the United States. Secure Comfort Care makes no representation that this Site or the Site Materials is appropriate or available for use in any location or territory, and access to this Site or the Site Materials from locations or territories where it is illegal is prohibited. Those who choose to access this Site from other locations do so on their own volition and are responsible for compliance with applicable laws.

13. Miscellany

The waiver or failure of Secure Comfort Care to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms and Conditions. Headings used in these Terms and Conditions, including, without limitation, the Privacy Statement, are for reference only and shall not affect the interpretation of these Terms and Conditions (or the Privacy Statement). The waiver or failure of Secure Comfort Care to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms and Conditions.