

# Privacy Policy

## Privacy Statement

Rencare Technologies, Inc and Red-e Set Grow recognize the importance of protecting personally identifiable information (PII) and we are committed to protecting your on-line experience while using the CareChek software.

Rencare Technologies, Inc. (Rencare) is a North Carolina corporation in Yadkinville, NC. CareChek is a service offered by Rencare and Red-e Set Grow, LLC a North Carolina Limited Liability Company "Red-e Set Grow." Both Rencare and Red-e Set Grow are dedicated to meeting the needs of its members with the highest regard to safety and privacy. By using the CareChek.com service:

1. you are agreeing that the terms of our Privacy Policy are acceptable to you
2. you do not expect Rencare or Red-e Set Grow to take any measures to safeguard confidential data or information other than as set forth in this Privacy Policy
3. you will not do anything to violate the terms of this Privacy Policy yourself

## Collection and Protection of Information

We collect a limited amount of personal information from all users about themselves and residents in their facilities in order to provide you with customized, personalized information. During our registration process we will ask you to set up a username and password to establish secure access to your personal information.

## Data Ownership and Use of Information

Any personal information that you provide will be held in strict confidence and security. In addition the following terms relating to the ownership and use of data apply to the use of the service:

- All personal information specific to a user will be exclusively owned by the registered user
- Assessments related to residents and other individual reports entered by the user into the site are accessible only to authorized users. Certain personally identifiable information will be available to both Rencare and/or Red-e Set Grow as a means of providing help-desk support and further development of CareChek.com. All individuals of CareChek and/or Red-e Set Grow are required to sign agreements in which they promise to protect PII using reasonable methods for protecting personally identifiable information and other confidential data.
- The entry of all personal data and assessment data in CareChek.com is the responsibility of the user; neither Rencare nor Red-e Set Grow assumes any responsibility to enter, collect or review such data.
- By using this service, or authorizing its use with regard to a resident, the owner of personal information specific to such resident grants Rencare and Red-e Set Grow a non-exclusive license to share information in the resident's records with professionals and authorized users for the sole

purpose of promoting the health or care of the resident and not for marketing purposes.

- Neither Rencare nor Red-e Set Grow will divulge your email address without your consent.
- Neither Rencare nor Red-e Set Grow will, without your consent rent, sell, or otherwise divulge your personal information to any third party except in a non-personalized, aggregated form.
- When you conduct a transaction through this site, you are providing transaction information to Rencare or Red-e Set Grows third party suppliers (such as transaction processors and financial institutions) who will use the information solely for the purpose of the transaction.
- Rencare and Red-e Set Grow reserves the right to contact you via email to notify you of important system changes or to obtain your consent to use personally identifiable data for any purpose not described above. Rencare and Red-e Set Grow will not use any personally identifiable data for any such purpose without your prior consent.

## **Use of Cookies**

CareChek.com may use cookies to store session information or other personal information about users, including visitors who access the website. A cookie is a string of data our system sends to your computer and then uses to identify your computer when you return to the Website. Cookies give us usage data, like how often you visit, where you go on the website, and what you do on the website.

## **Transfers to United States**

If you are located outside the United States, please note that the personal information you provide us will be transferred to the United States. Whenever you submit any personal data to us, you consent to this transfer.

## **Security**

We follow generally accepted industry standards to protect the information submitted to us, both during transmission and once we receive it. Transmissions of information are encrypted using secure socket layer technology (SSL). However, no method of transmission over the Internet is 100% secure. Therefore, while we strive to use generally acceptable means to protect your information, we cannot guarantee its absolute security.

## **Links to Other Websites**

The CareChek.com site may contain links to other Websites. Please be aware that this privacy statement applies solely to the information collected in the CareChek.com site. Rencare and/or Red-e Set Grow are not responsible for the privacy practices or the content of such Websites. We encourage you to be aware when you are leaving the CareChek.com site and read the privacy statement of the site that you visit prior to providing any personal information.



## **Terms of Use**

### **Acceptance of Privacy Policy and Terms of Use**

By registering on our site, you are agreeing to our Privacy Policy (including the terms relating to data ownership and use of information described therein) and Terms of Use in full. You must agree to these to use our site. If you do not agree to these policies and terms, you may not use this site. If you are an administrator acting on behalf of one or more facilities, by registering on our site you are agreeing to our Privacy Policy and Terms of Use on your own behalf and on behalf of such other registered.

### **No Unlawful or Prohibited Use**

As a condition of your use of this site, you agree that you will not use this site for any purpose that is unlawful or prohibited by these terms and conditions. You also agree to reimburse us for any damage, loss, cost or expense we incur including legal fees if you do use this site for an unlawful or prohibited purpose.

### **Copyright and Proprietary Rights**

Subject to the provisions of the Privacy Policy and these Terms of Use relating to the ownership of personalized data, this site is the property of Rencare Technologies, Inc and Red-e Set Grow, LLC. and is protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights on this site and in the software, text, graphics, design elements, audio, music, and all other materials originated or used by Rencare or Red-e Set Grow at this site ("CareChek.com Content") are reserved to Rencare, Red-e Set Grow and other respective owners who have granted Rencare or Red-e Set Grow the right and license to use such CareChek.com Content. You may not reproduce, upload, post, transmit, download, or distribute any part of the CareChek.com Content or information accessed at other sites through links made at this site ("Other Sites") other than printing out or downloading portions of the text and images for your own personal, non-commercial use.

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Domain names and trademarks of Other Sites, or contained in information accessed at Other Sites, are the sole property of their respective owners. No affiliation with, endorsement of, or sponsorship by Rencare or Red-e Set Grow should be inferred.

## **Digital Millennium Copyright Act Compliance**

If you have copyright concerns about the materials posted by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512). If you have any complaints or objections to material posted on this site, please contact our Designated Agent:

Privacy Policy Committee  
P.O. Box 1674  
Clemmons, NC 27012  
[CareChekInformation@redesetgrow.com](mailto:CareChekInformation@redesetgrow.com)

## **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION ON THIS SITE. RENCARE, RED-E SET GROW, OUR AFFILIATES, AND/OR OUR RESPECTIVE SUPPLIERS AND LICENSORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THIS SITE AT ANY TIME.

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DEFAULT HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THIS SITE. 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.

## **General**

This agreement shall be governed by, and construed and enforced in accordance with, the laws of The State of North Carolina, U.S.A., without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. You hereby consent to this choice of law, and to the exclusive jurisdiction and venue of the state and federal courts located in the State of North Carolina U.S.A., for all disputes arising out of or relating to this agreement and/or to the use of this site. Use of this site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rencare or Red-e Set Grow or any of our affiliates or suppliers as a result of this agreement or use of this site.

Our performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of our right to comply with law enforcement requests or requirements relating to your use of this site or information provided to or gathered by us 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.

Any waiver (express or implied) by either party of any breach of this agreement shall not constitute a waiver of any other or subsequent breach.

This agreement and the Privacy Policy referenced herein constitute the entire agreement between you and us with respect to this site and it supersedes any and all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you, Rencare, and/or Red-e Set Grow with respect to this 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.

We reserve the right, at any time, to modify, alter, or update our Privacy Policy or these Terms of Use. If we do so, we will post such modifications, alterations, or updates on this site, and your continued use of this site will constitute acceptance of such modifications, alterations, or updates.

Any rights not expressly granted herein are reserved.

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## **Contact CareChek.com about our Privacy Policy and Terms of Use**

If you have any questions or concerns about our Privacy Policy or the terms for using the CareChek.com service, please contact us at [CareChek@redesetgrow.com](mailto:CareChek@redesetgrow.com), or send a letter to:

Privacy Officer  
CareChek.com  
c/o Red-e Set Grow, LLC  
P.O. Box 1674  
Clemmons, North Carolina 27012