

Terms and Conditions

Acceptance of Terms of Use

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Indemnification

You agree to indemnify, defend and hold harmless HomeFirst Home Healthcare, its affiliates, its officers, directors, employees, agents, third parties, and licenses, 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. HomeFirst Home Healthcare 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 HomeFirst Home Healthcare in asserting any available defenses.

The parties agree that the laws of Tennessee govern these Terms of Conditions. By using the Site, you hereby agree that any disputes regarding these Terms and Conditions will be subject to the federal and state courts located in Davidson County, Tennessee, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. In the event that any legal or equitable action or proceeding arises out of or concerns of these Terms and conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. Any cause of action or claim arising out of or relating to these Terms and Conditions, or the Site must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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HomeFirst Home Healthcare 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 Tennessee, and you hereby consent to the exclusive jurisdiction and venue of courts in Tennessee 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 HomeFirst Home Healthcare as a result of this agreement or use of the Site. HomeFirst Home Healthcare 's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HomeFirst Home Healthcare '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 HomeFirst Home Healthcare 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 HomeFirst Home Healthcare, with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, **or** written, between the user and HomeFirst Home Healthcare 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

HomeFirst Home Healthcare reserves the right, in its sole discretion, to change the Terms under which www.homefirsthomehealthcare.com offered. The most current version of the Terms will supersede all previous versions. HomeFirst Home Healthcare encourages you to periodically review the Terms to stay informed of the updates.

Contact Us

HomeFirst Home Healthcare welcomes your questions or comments regarding the Terms:

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Effective as of May 01, 2021