

# Mandatory Terms of Use

**Effective June 1, 2008**

## **YOU MUST READ AND AGREE TO THIS MANDATORY TERMS OF USE AGREEMENT BEFORE USING THIS WEB SITE.**

Sun Healthcare Group, Inc. ("SHG") provides this web site and web site-related services (collectively, the "Web Site") subject to your compliance with the terms of use set forth in this agreement (the "Agreement"). This Agreement, and the terms and conditions listed in the Privacy Policy, govern the relationship between SHG and you, the Visitor, with respect to your use of the Web Site. YOUR USE OF THE WEB SITE BINDS YOU TO THESE MANDATORY TERMS OF USE AND THE TERMS AND CONDITIONS CONTAINED IN THE PRIVACY POLICY. If you do not agree to these terms of use, you must not use the Web Site, and should exit immediately.

As used in this Agreement, the words "you" and "your" refer to any person accessing the SHG Web Site. The words "we," "us," and "our" refer to Sun Healthcare Group, Inc.

SHG may, at any time and in our sole discretion, revise or update this Agreement by posting an amended Agreement on the Web Site. Any changes that are made to this Agreement will be effective immediately upon posting. Please check this page periodically for changes to the Agreement. Your use of the Web Site following the posting of an updated Agreement constitutes acceptance of the last updated Agreement.

Further, SHG reserves the right, at any time, to modify or discontinue, temporarily or permanently, the Web Site (or any part thereof) without notice to you. You agree that SHG shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Web Site, or of any Materials (as defined below).

If you have any questions about this Agreement, please contact us at (800) 729-6600.

### **SITES COVERED**

This Agreement applies to the SHG Web Site located within the sunh.com domain, as well as various other SHG controlled web sites which post and link to this Agreement.

### **LICENSE TO USE WEB SITE**

SHG hereby grants you a limited, non-exclusive license to access the Web Site subject to and in accordance with the terms of this Agreement. Any violation of the terms of this Agreement is grounds for immediate termination of this limited license.

### **IMPORTANT NOTICES/DISCLAIMER**

SHG makes available the information and materials on the Web Site (the "Materials") for general informational purposes only.

### **Medical Information**

The Materials, including any medical information which may appear on our Web Site, is for informational purposes only and DOES NOT constitute medical advice. Consult with a physician or other medical professional regarding any medical questions you may have.

### **Investor Information**

The materials, including any investment information which may appear on our Web Site, is for informational purposes only and DOES NOT constitute either financial or investment advice. Consult a professional financial advisor should you have questions regarding financial

investments. Complete copies of SHG's public filings are available through the United States Securities and Exchange Commission and its authorized web sites, and from SHG.

Any price quotation, service information, employment benefits information or any other such information regarding the provision and fees for any service offered by SHG, or any affiliate of SHG, or the benefits of employment by SHG, or any affiliate of SHG, are provided purely for informational and illustrative purposes. SHG does not guarantee, and makes no warranty, promise, or agreement that any depicted or described service or benefit is actually offered or comports with its description on the Web Site. SHG reserves the right to cease offering any such services or benefits to prospective or current employees or clients at any time, in all cases without notice or liability.

The Web Site may contain typographical errors or inaccuracies, and may not be complete or current. SHG therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

#### **AVAILABILITY OF SERVICE**

While SHG makes reasonable efforts to ensure that the Web Site is available at all times, SHG does not guarantee, represent or warrant that access to the Web Site will be uninterrupted or error-free, and SHG does not guarantee that users will be able to access or use all or any of the Web Site features at all times.

SHG may change, suspend or discontinue any (or all) aspects of the Web Site at any time, including the availability of any Web Site feature. SHG may also impose limits on the use of or access to certain features or portions of the Web Site, or restrict your access to any part or all of the Web Site, in all cases without notice or liability.

#### **RULES OF CONDUCT**

You agree to comply with all applicable laws, rules and regulations in accessing and/or using the Web Site and/or any Materials. In addition, your use of the Web Site is conditioned on your compliance with the following rules of conduct as well as all other terms of the Agreement.

You agree not to use this Web Site for any unlawful or fraudulent purpose, including impersonating any person or entity, including, but not limited to, any employment applicant, SHG employee, agent, or representative; or expressing or implying that SHG endorses any statement you make. You also may not modify, adapt, translate, reverse engineer decompile or disassemble any portion of the Web Site or Materials. Further, you may not interfere with or disrupt the operation of the Web Site, including restricting or inhibiting any other person from using the Web Site by means of hacking, or defacing any portion of the Web Site. Further, transmitting or otherwise making available in connection with the Web Site any virus, worm, Trojan horse, root kit or other harmful code is prohibited. Moreover, you may not interfere with or violate any other Web Site visitor's or user's right to privacy or other rights, or harvest or collect personally identifiable information about Web Site visitors or users, or about SHG employees or other individuals identified on the Web Site, without their express written consent. You are also proscribed from selling, reselling, transferring, licensing or exploiting for any commercial purposes any use of or access to the Web Site or the Materials. Finally, you may not frame or mirror all or any part of the Web Site without our prior express written authorization.

To the extent that you may access or download any software that is made available through SHG from the Web Site ("Software"), such Software is the copyrighted work of SHG and/or its various third party licensors. Your use of the Software is governed by the terms of the end user license agreement, if any, and any other terms and conditions or agreement which accompanies or is included with the Software, or otherwise requires you to accept specific terms and conditions before use. You may not install or use any Software that is accompanied by or includes such an end user license agreement unless you first agree to the terms of such agreement. Any warranty

applicable to the Software will be specified in the terms of any such license agreement or terms and conditions and no additional warranties are provided herein. Rather, any warranties not specifically made are specifically disclaimed. If you have any inquiries concerning these terms, please consult SHG before accessing any programs. SHG specifically limits its liability as set forth below.

#### **CONTENT SUBMITTED OR MADE AVAILABLE TO SHG**

By submitting any documents, comments, questions, suggestions, plans, notes, drawings, ideas, proposals, or materials similar thereto ("Submissions") to SHG, through feedback, email message, or in any other manner, you hereby explicitly agree that: (a) your Submissions do not contain confidential, defamatory, false or proprietary information; (b) your Submissions automatically become the property of SHG without any obligation of SHG to you; (c) SHG is not under any obligation of confidentiality relating to the Submissions, either express or implied; (d) SHG shall be entitled to use or disclose the Submissions in any way, manner, purpose or otherwise, worldwide; (e) SHG may have under consideration or development similar ideas to the Submissions; and (f) you are not entitled to any compensation or reimbursement of any kind from SHG in exchange for the Submissions.

Further, SHG may access and use the Web Site and any information stored thereon, including the contents of any Submissions, for any lawful purpose. Further, we may disclose the contents of any Submissions to any third party, including any law enforcement agency, to protect our rights or property, or for any other reason.

#### **SUN HEALTHCARE GROUP, INC.'S INTELLECTUAL PROPERTY RIGHTS**

This Web Site and its downloadable contents are protected by the copyright laws of the United States and other jurisdictions. You may print and/or download a copy of any part of the Web Site for your personal, non-commercial use, but you may not copy any part of the Web Site for any other purpose without the express written consent of SHG, and you may not modify any part of this Web Site for any reason. Inclusion of any part of this Web Site in another work, whether in printed, electronic or other form, or inclusion of any part of the Web Site in another web site by linking, framing or otherwise, is strictly prohibited without agreeing to SHG's Terms of Use.

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For questions or comments concerning intellectual property issues, SHG can be reached by directing communications to (800) 729-6600.

#### **ENFORCEMENT OF THE AGREEMENT**

SHG may investigate any reported, alleged or suspected violation of this Agreement, and take any action that SHG, in its sole discretion, deems appropriate. Such action may include issuing warnings, suspension of a user's access to the Web Site or complete termination of such access, at any time.

#### **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**

IN NO EVENT SHALL SUN HEALTHCARE GROUP, INC., ITS SUBSIDIARIES, AFFILIATES, PARTNERS, PARENTS, OR THEIR EMPLOYEES, REPRESENTATIVES, AGENTS OR THEIR SUPPLIERS OR OTHER THIRD PARTIES MENTIONED ON THIS WEB SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF OR ACCESS TO THIS WEB SITE. SUN HEALTHCARE GROUP, INC. DOES NOT WARRANT THAT ACCESS TO THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, NEITHER SUN

HEALTHCARE GROUP, INC., NOR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR HOSTING OF THIS WEB SITE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE AND/OR ACCESS TO THIS WEB SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR THE MATERIALS IS TO STOP USING THE SITE OR THE MATERIALS.

Without limiting the foregoing, everything on this Web Site is provided to you "AS IS" and Sun Healthcare Group, Inc. SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THIS WEB SITE AND ITS CONTENTS.

#### **INDEMNITY**

You agree to defend, indemnify and hold harmless SHG, its parents, subsidiaries, partners and their affiliates and their suppliers, and each of their respective partners, employees, representatives and agents, from and against all claims, losses, costs, damages, liabilities and expenses (including, but not limited to, attorney fees) arising out of:

- Your activities in connection with the Web Site;
- Any violation of this Agreement by you;
- Any improper or unauthorized use of the Materials by you;
- Any allegation that anything you transmit through or in connection with the Web Site infringes or otherwise violates the intellectual property, privacy or other rights of any third party; and
- Any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of Software, Services, Content or any other such service or information which appears on the Web Site.

#### **SEVERABILITY**

If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

#### **CHOICE OF LAW AND JURISDICTION**

Unless otherwise specified, the Web Site and its contents are provided solely for providing information about SHG. The Web Site is controlled and operated by SHG from Albuquerque, New Mexico. As such, any dispute arising under the Terms of Use Agreement shall be resolved exclusively by New Mexico state or federal courts, applying New Mexico law, regardless of principles of conflicts of law, and, by your use, you waive any jurisdictional, venue or inconvenient forum objections to such courts for purposes of resolving these disputes.

#### **INCORPORATION OF PRIVACY POLICY**

We use your information only as described in the Privacy Policy, which is expressly incorporated as terms of this Agreement. If you object to anything in the Privacy Policy, please do not use our services or contact us directly to determine whether a special exemption or modification may be warranted.

#### **LINKS TO OTHER WEB SITES**

This Web Site contains links to other sites ("Third Party Web Sites"). These links are provided solely for the convenience of our users. SHG does not necessarily endorse, sanction or verify the accuracy of the information contained on Third Party Web Sites. Once you access a Third Party Web Site through a link on this Web Site, you are no longer covered by the Privacy Policy or Terms or Use of this Web Site. Concerns regarding a Third Party Web Site should be directed to

the Third Party Web Site itself. SHG bears no responsibility for any action associated with any Third Party Web Site.

**POLICIES FOR CHILDREN**

Our Web Site is not directed to individuals under the age of 13. However, we advise all visitors to this Web Site under the age of 13 not to disclose or provide any Personally Identifiable Information. In the event that SHG discovers that a child under the age of 13 has provided Personally Identifiable Information to us, we will delete the child's Personally Identifiable Information in accordance with the Children's Online Privacy Protection Act of 1998.

Please see the Federal Trade Commission's web site for this act:  
<http://www.ftc.gov/bcp/online/edcams/kidzprivacy/> for more information.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your Internet Service Provider for more information.

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# Privacy Policy

**Effective June 1, 2008**

This Privacy Policy governs the way in which Sun Healthcare Group, Inc. ("SHG") collects and uses personal and non-personal information we learn about you from your visit to this web site (the "Web Site").

Please also refer to the Mandatory Terms of Use, which are expressly incorporated as if fully recited herein, if you have not already done so.

## **COLLECTION OF INFORMATION**

### **-Personal Information**

SHG collects no personal information about you, typically defined as individually identifying information such as your name or e-mail address, unless you voluntarily submit it. You may submit information by clicking on various links, such as "Contact Us," or by submitting an employment application. When submitting an application or inquiry through the Web Site, you may be asked to provide personal information, including but not limited to, your name, telephone number, mailing address, email address, professional qualifications, and other such information.

### **-Non-Personal Information**

SHG may collect non-personal information about your activity at this Web Site. The Web Site may automatically recognize and store information about the type of browser you are using; your Internet Protocol ("IP") address; the time, date, and length of your visit; and the referring site. This information, if collected, is collected via computer code sent to your computer (commonly referred to as "cookies"). The cookies will not expire, unless you manually delete them or set your browser to reject them. If you do not accept the cookies, however, you may have difficulty navigating the Web Site.

Our computer systems are currently based in the United States and the content of our Web Site is directed to U.S. residents. Your personal data will be processed by us in the United States, where data protection and privacy regulations may or may not be to the same level of protection as in other parts of the world, such as in the European Union. By visiting the SHG Web Site from outside the United States, you consent to the collection and processing in the United States of your non-personal information.

### **-Territoriality**

Our computer systems are currently based in the United States and the content of our Web Site is directed to U.S. residents. Your personal data will be processed by us in the United States, where data protection and privacy regulations may or may not be to the same level of protection as in other parts of the world, such as in Canada and the European Union. BY VISITING THE WEB SITE, YOU UNEQUIVOCALLY AND UNAMBIGUOUSLY CONSENT TO THE COLLECTION AND PROCESSING IN THE UNITED STATES OF ANY PERSONAL AND NON-PERSONAL INFORMATION COLLECTED OR OBTAINED BY SHG THROUGH VOLUNTARY SUBMISSIONS, AND THAT UNITED STATES LAW GOVERNS ANY SUCH COLLECTION AND PROCESSING.

## **USE**

SHG uses non-personal information to manage the Web Site. SHG may analyze the data about visits to the Web Site to make it more accessible and interesting for visitors. Further, SHG may share this data with third parties, usually to provide services for SHG associated with the maintenance of the Web Site.

If you submit information to the Web Site, the information will be used for the purpose you requested. That information may be stored and maintained. SHG may share this information with third parties to fulfill your request, to comply with our obligations under applicable law or regulation or to provide other services that may be of interest to you. SHG may also use that information to provide you with additional information in the future that it deems may be of interest to you. If you do not wish SHG to use your information in accordance with this policy, please do not submit any personal information to SHG.

Additionally, SHG may disclose any such information to the extent that it is required by law or to such an extent as it reasonably believes is necessary to protect its legal interests. The information collected from you may be transferred to a third party in the event of a sale, acquisition, merger or bankruptcy involving SHG.

#### **UPDATE AND OPT-OUT**

If you would like to update any information you have sent to SHG, or if you do not want to receive information from SHG, please contact us at (800) 729-6600.

SHG will also take reasonable efforts to honor any request you make to forgo contacts with you in the future or delete your information. Please note that if you make an opt-out request, SHG will retain your contact information to make efforts to ensure that you are not contacted in the future.

To the extent required by the CAN-SPAM Act, or other similar domestic and international regulation, commercial e-mail messages will also provide you with an opportunity to opt-out of receiving this information. Please note that changes to your preferences may not be effective immediately and will only be effective prospectively.

#### **REVISIONS TO THE PRIVACY POLICY**

The Internet and the benefits it offers are evolving rapidly, as are the ways in which people use the Internet and the laws surrounding such use. SHG therefore reserves the right to update and revise this Privacy Policy at any time. You can determine if this Privacy Policy has been revised since your last visit by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our Web Site constitutes your acceptance of the terms of the Privacy Policy as amended or revised by us, and you should therefore review this Privacy Policy regularly to ensure that you are aware of its terms.

Reproduction of part or all of the contents in any form of the SHG Web Site is prohibited, other than for individual use, and may not be recopied and shared with a third party. The permission to recopy for individual use does not allow for incorporation of material or any part of it in any work or publication, whether in hard copy, electronic or any other form.

#### **CALIFORNIA PRIVACY RIGHTS**

Beginning on January 1, 2005, California Civil Code Section 1798.83, also known as S.B. 27, or the Shine the Light law, allows California residents to request certain information regarding our disclosures in the prior calendar year, if any, of their personally identifiable information to third parties for their own direct marketing purposes. To make such a request, please contact our web site manager at 101 Sun Ave. NE, Albuquerque, N.M. 87109, with "Request for California Privacy" in the letter subject line. You must include sufficient detail for us to locate your file; at a minimum, your name and postal address.

We will attempt to provide you with the requested information within thirty days of receipt. We reserve our right not to respond to requests sent more than once in a calendar year, or requests submitted to an address other than the one posted in this notice. Please note that the California Shine the Light law does not cover all information sharing. Our disclosure only includes information covered by the law.

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