

Last updated: June 10, 2025

Caring Senior Service Franchise Partnership, L.P., a Texas limited partnership (“we”, “us”, or “our”) take the privacy of your (“you” and “your”) personal information seriously, and this Privacy Policy (this “Policy”) governs our usage and disclosure of information collected from you when you visit and use this website (the “Site”) or use our services (“Services”). By using the Site, you consent to the data practices described in this Policy. If you do not agree with the terms of this Policy, you must immediately cease use of the Site. To access this Policy in an alternative downloadable format, please [click here](#).

Information Collected

We may collect the following categories of Personal Information:

- *Contact Information* – If you submit an inquiry or provide information on or through our Site or Services, we may collect your contact information including your name, mailing address, email address, and phone number.
- *Commercial Information* – If you submit an inquiry or provide information on our Site, we may collect commercial information including information about Services you have shown interest in.
- *Employment Information* – If you apply for employment with us, we will collect Personal Information related to your potential employment, including your education and employment history, address and contact information, demographic information, and any other information included in your resume or application.
- *Communication Information* – We may collect Personal Information contained within your communications with us via email, chat functionality, social media, telephone, or otherwise, and in certain cases we may use third-party service providers to do so. Where permitted by applicable law, we may collect and maintain records of calls and chats with our agents, representatives, or employees via message, chat, post, or similar functionality.
- *Consumer Health Information* – If you are a client, we may collect health-related information (including information about your health, health history, and insurance). In certain circumstances, your health information may constitute Protected Health Information under the Health Insurance Portability and Accountability Act of 1996. In those cases, please see your location’s HIPAA Notice of Privacy Practices for additional information.
- *Financial Information* – If you use our Services, we may collect financial information such as credit card details via our third-party payment processor to facilitate online payments.
- *Technical Information*: Our servers automatically collect technical and other information about your computer hardware and software, when you visit the Site (“Technical Information”). Technical Information can include: your IP address, browser type, domain names, page views, clicks, access times, referring website addresses, and other non-personal information. The Site may use cookies, including third-party cookies, to help

remember certain information about you when you return to the Site, and to better understand your interests. You can disable cookies through your browser settings, but some features or functionality of the Site may be unavailable with cookies disabled. For more information, please see *Cookies and Other Tracking Technologies* section below. This Site does not respond to the Do Not Track setting of your web browser.

How We Collect Personal Information

- *Directly From You* – We collect Personal Information that you provide to us directly, for example, if you choose to contact us, request information from us, or otherwise utilize our Site or Services.
- *From Third Parties* – We may collect Personal Information from third parties, including but not limited to business partners, advertising networks, social networks, data analytics providers, mobile device providers, Internet or mobile service providers, recruiters and job application portals, and background check providers.
- *Through Online Tracking Technologies* – We use cookies and similar technologies to collect Personal Information automatically as you navigate our Site. For additional information regarding our use of these technologies, see the *Cookies and Tracking Technologies* section below.

Use of Information

We may use your Personal Information: (i) to provide the Site’s services to you; (ii) to otherwise fulfill the purpose for which you submitted it, such as to respond to your requests, or sign you up for certain communications; (iii) to protect the security or integrity of the Site and our systems and investigate any suspected breaches thereto; (iv) to comply in our reasonable discretion with legal requests and proceedings; (v) to exercise or enforce our rights under this Policy; and (vi) as otherwise required to comply with any applicable laws, rules and regulations.

Please note, if you provide your phone number, we may use your phone number to send SMS messages regarding your inquiry and customer care-related topics. Message frequency varies. Message and data rates may apply. Phone number or opt-in data collected for SMS communications will not be shared, sold, or disclosed to any third parties or affiliates for marketing or promotional purposes. If you would like to opt-out of such SMS messages, you may reply “STOP” to unsubscribe or “HELP” for assistance.

We may use Technical Information, as permitted by applicable law, including without limitation to maintain and improve the Site, analyze market trends, and develop our current and future products and services.

If you are applying for employment with us, we also use Personal Information to process your job application, to verify the information you have provided in your application, conduct interviews, perform background and reference checks, to communicate with you and answer your questions, to

confirm your eligibility for employment, and improve our recruiting processes. We may also save your Personal Information for future employment opportunities with us.

How We Disclose Personal Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose your Personal Information in the following circumstances:

- *Employees and Other Personnel* – We may share Personal Information with our employees and personnel (such as contractors) who have a need to know the information for our business purposes.
- *Affiliates and Subsidiaries* – We may share Personal Information within our family of companies for their and our business and marketing purposes, including providing you with information about the Services we think may be of interest to you.
- *Service Providers* – We disclose your Personal Information with the service providers that we use to support our business, including but not limited to, data analytics providers, website hosting providers, and other technology providers. If you are applying for a job with us, this may include service providers such as background check providers and human resource providers.
- *Business Partners* – We may disclose Personal Information with trusted business partners. For example, we may disclose your Personal Information with a company who we co-sponsor a service with.
- *Ad Tech Companies and Other Providers* – We may share or make available limited Personal Information (such as a mobile device identifiers) with ad tech companies and other online service providers. When we share your Personal Information in this context, we follow applicable legal requirements, which may require that we provide opt-out rights or other individual rights.
- *Legal Obligation or Safety Reasons* – We may disclose Personal Information to a third party when we have a good faith belief that such disclosure of Personal Information is reasonably necessary to (a) satisfy or comply with any requirement of law, regulation, legal process, or enforceable governmental request, (b) enforce or investigate a potential violation of any agreement you have with us, (c) detect, prevent, or otherwise respond to fraud, security or technical concerns, (d) support auditing and compliance functions, or (e) protect our rights, property, or the safety of our employees and clients, or the public against harm.
- *Merger or Change of Control* – We may disclose Personal Information to third parties as necessary if we are involved in a merger, acquisition, or any other transaction involving a change of control in our business, including but not limited to, a bankruptcy or similar proceeding. Where legally required, we will give you notice prior to such disclosure.

- *Other* – We may disclose Personal Information to third parties when explicitly requested by or consented to by you, or for the purposes for which you disclosed the Personal Information to us as indicated at the time and point of the disclosure (or as was obvious at the time and point of disclosure).

Cookies and Other Tracking Technologies

We and our service providers may use cookies and similar technologies to collect usage and browser information about how you use our Site. The technologies we use for this automatic data collection may include cookies and web beacons that permit us to verify system and server integrity and generate statistics around the popularity of certain content. We process the information collected through such technologies, which may include or be combined with Personal Information, to help operate certain features of our Site, to enhance your experience through personalization, and to help us better understand the features of our Site that you and other users are most interested in.

Website Delivery and Appearance – We may use third-party providers to enable certain customer interaction opportunities, content delivery (like audio or video), or other service capabilities. Examples include, but are not limited to, the following functionality:

- **Content Delivery:** We may partner with service providers to host our Site and deliver specific content in support of our Services.
- **Customer Interaction:** We may enhance our customer interactions by offering features like Google Maps to locate our Service locations, payment processors to facilitate online payments. Each of these offerings are governed by the terms, conditions, and policies of the underlying service provider. For example, please see [Google Maps/Google Earth Terms of Service](#) and [Google’s Privacy Policy](#) for more information on how that feature operates.
- **Chat-based Customer Support:** We use a Live Chat feature powered by a third party to enable live customer service via our Site. When you engage in the live chat enabled by this service provider, we will automatically collect and share certain information (such as personal identifiers, usage information, and message content) with the vendor to provide the customer service and technical support enabled by the live chat tool. For more information on the specific information collected via this tool, and how this information is used and handled by this vendor, please see the vendor’s [privacy policy](#)

Website Analytics and Session Replay – We may use analytics and session replay services, that use cookies and other technologies that collect your Personal Information, to assist us with analyzing our Site traffic and site usage to optimize, maintain, and secure our Site and inform subsequent business decisions (including, e.g., advertising). These include, but are not limited to, the following third-party services:

- **Google Analytics:** To learn more about how Google uses data, visit [Google’s Privacy Policy](#) and Google’s page on “[How Google uses data from sites or apps that use our services.](#)” You may download the [Google Analytics Opt-out Browser Add-on](#) for each web browser you use,

but this does not prevent the use of other analytics tools. To learn more about Google Analytics cookies, visit [Google Analytics Cookie Usage on Websites](#).

Interest-Based Advertising – We may also allow or enable third parties to collect Personal Information to provide their interest-based advertising on behalf of our products and services, or their own. Interest-based advertising occurs when advertisements are shown to you based on information collected from your online interactions over time and across multiple websites, devices, or online services that you visit or use. Some companies may engage in cross-context behavioral advertising to predict your preferences and show you advertisements that are most likely to be of interest or relevant to you.

We do not control these third parties' collection or use of your information for these purposes, or the opt-out options they may individually offer you via their terms, conditions, and privacy policies. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. Examples of the third-party service providers we engage to serve interest-based advertisements include Google Ads. It is in this context that we may provide advertising networks, data analytics providers, social networks, and video sharing platforms with Personal Information such as your IP address, device information, Internet and other electronic network activity information, and geolocation information in the last twelve months.

Selling Personal Information – While we do not sell Personal Information in exchange for monetary consideration, we do disclose certain Personal Information for other benefits that could be deemed a “sale” under various data protection laws because it is sometimes broadly defined to include activities such as the delivery of interest-based advertising on websites or allowing third parties to receive certain information, such as cookies, IP address, and/or browsing behavior.

Cookie Choices – To manage your preferences with respect to these technologies, you can:

- Change your cookie preferences by customizing your browser settings to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable certain cookies, please note that some parts of our Site may not function properly. These settings may be lost and require reconfiguration if you delete your cookies.
- Block the collection and use of your information by online platforms and ad tech companies for the purpose of serving interest-based advertising by visiting the opt out pages of the self-regulatory programs of which those companies are members: [National Advertising Initiative](#) and [Digital Advertising Alliance](#). Please note that even if you opt out of interest-based advertising, you may still see “contextual” ads which are based on the context of what you are looking at on the websites and pages you visit.
- Review and execute any provider-specific instructions to customize your preferences or opt-out of certain processing, including interest-based advertising, by third-party service providers. For example, to opt-out of this type of advertising by Google, customize your ad preferences, or limit Google’s collection or use of your data, visit [Google’s Safety Center](#) and [Google’s Ad Settings](#) and follow [Google’s personalized ad opt-out instructions](#).

How Long We Keep Your Personal Information

We retain your information for as long as needed: (i) to conduct business with you; (ii) fulfill the purposes outlined in this Policy; and (iii) to comply with our legal obligations, resolve disputes, and enforce any agreements. Criteria we will use to determine how long to retain your Personal Information include the nature and length of our business relationship with you; our legal rights, obligations, and retention requirements; and if we have an ongoing business purpose for retaining your Personal Information, such as communicating with you about ongoing or prospective Services you requested.

Exercising Your Privacy Rights

Depending on where you live, you may have the following rights with respect to your Personal Information under applicable data protection laws:

- *Access* – The right to request access to and obtain a copy of any Personal Information we may have about you.
- *Deletion* – The right to delete your Personal Information that we have collected or obtained, subject to certain exceptions.
- *Correction* – The right to request that we correct any inaccuracies in your Personal Information, subject to certain exceptions.
- *Opt Out of Certain Processing* – The right to: (a) opt out of the processing of your Personal Information for purposes of targeted advertising, (b) opt out of the sale of your Personal Information, and (c) limit the use of your sensitive Personal Information (if applicable).
- *Objection/Restriction of Processing* – The right to object or restrict us from processing your Personal Information in certain circumstances.
- *Withdraw Consent* – The right to withdraw your consent where we are relying on your consent to process your Personal Information.
- *Automated Decision-Making* – The right to know when you are subject to automated decision-making, the Personal Information used to render the decision, the principal factors and parameters involved in the decision, and human review or correction of the decision (or its underlying data, where appropriate). You may also have the right, depending on your location, to consent or opt out of (a) this automated decision-making or (b) any profiling in furtherance of decisions that produce legal or similarly significant effects. We do not profile you or other individuals in a manner that would result in legal or similarly significant effects, or engage in automated decision-making.

To exercise any of the privacy rights afforded to you under applicable data protection laws, please e-mail us at marketing@caringinc.com. You may also exercise your opt out rights by broadcasting an Opt-Out Preference Signal, such as the Global Privacy Control (GPC). We honor Opt-Out Preference

Signals, including GPC. If you choose to use an Opt-Out Preference Signal, you will need to turn it on for each supported browser or browser extension you use.

You will not be discriminated against in any way by virtue of your exercise of the rights listed in this Notice. However, should you withdraw your consent or object to processing of your Personal Information, or if you choose not to provide certain Personal Information, we may be unable to provide some, or all, of our Services to you.

Only you, or an authorized agent that you authorize to act on your behalf, may make a request related to your Personal Information. We must verify your identity before fulfilling your requests, and if we cannot verify your identity, we may request additional information from you. If you are an authorized agent making a request on behalf of another person, we will also need to verify your identity, which may require proof of your written authorization or evidence of power of attorney. We endeavor to respond to requests within the time period required by applicable law. If we require more time, we will inform you of the reason and extension period in writing.

We do not charge a fee to process or respond to your requests unless they are excessive or repetitive. If we determine that a request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. We may deny certain requests, or only fulfill some in part, as permitted or required by law. If you are not satisfied with the resolution of your request and you are afforded a right to appeal such decision, you will be notified of our appeal process in our response to your request.

Online Support Services

The Site does include a live chat feature provided by a third-party service provider. Any of the information you share with such service provider will also be shared with us, however, as with other third-party service providers, we cannot guaranty that your Personal Information and any other information shared on such chat feature will not be shared or used in ways we are not aware. You agree to assume the risk related to the use of the live chat feature on the Site.

Third-Party Sites

The Site may contain links to third-party websites (each, a “Third-Party Site”). We provide these links only as a convenience. We do not control or operate Third-Party Sites and we do not endorse the contents of any Third-Party Site. We are not liable for any information, products, advertisements, content, services or software accessible through any Third-Party Sites. You visit any Third-Party Sites at your own risk, and you hereby fully release us and our affiliates, and each of our respective directors, officers, employees, representatives, agents, successors and assigns from any damages or losses alleged to be caused by your use of or reliance on any Third-Party Site or any content, products, services or other materials available therein. Third-Party Sites are subject to website and privacy policies that we do not control; please review such policies closely before using any Third-Party Site.

Security

We use commercially reasonable measure designed to help protect your personal information from unauthorized access, use or disclosure. However, no transmission of data over the Internet can be guaranteed to be 100% secure, and if you submit any Personal Information through the Site you accept the inherent risks in doing so, including without limitation the risks of interception, unauthorized access, corruption, or deletion of your data.

Children Under Eighteen

We do not knowingly collect Personal Information from individuals under the age of 18. If we become aware that we have any Personal information regarding individuals under the age of 18 in our possession or control, we will use commercially reasonable efforts to promptly delete such Personal Information from our systems.

Changes to This Policy

We may modify this Policy from time to time in our sole discretion. Any modifications to this Policy will be posted in the “Privacy Policy” section of the Site. By continuing to use the Site after a new version of this Policy has been posted, you consent to the changes and agree to comply with the then-posted version of this Policy. We encourage you to periodically review this Policy to stay informed about our privacy practices.

Contact Information

We welcome your questions or comments regarding this Policy. If you have any questions or comments, please contact us at cssmarketing@caringinc.com.

For New Jersey Residents

Fraud Policy

Standard I-F Standard XII-H

Purpose: Our goal is to establish and maintain a business environment of fairness, ethics and honesty for employees, clients, and anyone else with whom we have a relationship and to prevent fraud, financial loss, damaged reputation and litigation.

Policy: Caring Senior Service will deter, detect and correct misconduct and dishonesty. In concert with federal and state mandates Caring Senior Service shall adhere to whistleblower rights and protection. The discovery, reporting and documentation of fraudulent or illegal acts provides a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets by any and all lawful means.

PROCEDURE:

1. For purposes of this policy, misconduct and dishonesty include but are not limited to:

- theft or other misappropriation of assets, including company assets, our clients, suppliers or others with whom we have a business relationship
- misstatements and other irregularities in company records, including the intentional misstatement of the results of operations
- wrongdoing
- forgery or other alteration of documents
- fraud and other unlawful acts
- any similar acts

Caring Senior Service specifically prohibits these and any other illegal and inappropriate activities in the actions of its employees, managers, executives, directors and all others responsible for carrying out Caring Senior Service activities.

2. It is the responsibility of every employee, supervisor, manager and executive to immediately report suspected misconduct or dishonesty to the Chief Executive. Managers, when made aware of such potential acts by subordinates, must immediately report such acts to the Chief Executive. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

3. Due to the important, yet sensitive nature of the suspected violations, effective professional follow up is critical. Managers should not in any circumstances perform any investigative or other follow up steps on their own. Concerned but uninformed managers represent one of the greatest threats to proper incident handling. All relevant matters, including suspected but unproven matters, should be referred immediately to those with follow up responsibility.

4. Employees with supervisory and review responsibilities at any level have additional deterrence and detection duties. Specifically, personnel with supervisory or review authority have three additional responsibilities.

- First, you must become aware of what can go wrong in your area of authority.
- Second, you must put into place and maintain effective monitoring, review and control procedures that will prevent acts of wrongdoing.
- Third, you must put into place and maintain effective monitoring, review and control procedures that will detect acts of wrongdoing promptly should prevention efforts fail.

Authority to carry out these three additional responsibilities is often delegated to subordinates. However, accountability for their effectiveness cannot be delegated and will remain with the managers.

5. Investigations, when warranted, will have:

- free and unrestricted access to all records
- the authority to examine, copy and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities (whether in electronic or other form) without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of investigative or related follow up procedures

All investigations of alleged wrongdoing will be conducted in accordance with applicable laws and company procedures.

6. Care must be taken in the follow up of suspected misconduct and dishonesty to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that follow up and investigation is underway, and to avoid making statements, which could adversely affect the company, an employee, or other parties. Accordingly, the general procedures for follow up and investigation of reported incidents are as follows:

- Employees and others must immediately report all factual details to the Chief Executive.
- All records related to the reported incident will be retained wherever they reside.
- Do not communicate with the suspected individuals or companies about the matter under investigation.
- Neither the existence nor the results of investigations or other follow up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively.
- All inquiries from an attorney or any other contacts from outside of the Caring Senior Service, including those from law enforcement agencies or from the employee under investigation, should be referred to the Chief Executive.

7. Investigative or other follow up activity will be carried out without regard to the suspected individual's position, level or relationship with Caring Senior Service.

Business Ethics and Corporate Compliance Policy

Standard I-F

Standard XII-H

Purpose: Caring Senior Service aspires to the highest ethics, compliance with laws, regulations and service standards in relation to business operations and practices and direct service to clients.

Policy: Caring Senior Service dictates compliance with all laws, regulations, and accreditation standards to help maintain operations in an ethical and legal manner. The Governing Authority has

final judgment on all business ethics and compliance decisions. All employees are to conduct themselves in a principled manner and in compliance with laws, regulations, and accreditation standards, this includes providing proof of certification or licensure.

A Code of Ethics is provided to each employee, which includes the assignment to the appropriate level of care, excluding unauthorized employees from performing personal care.

Annual reports to the Governing Authority on incidents of misconduct or violations are prepared and evaluated. This policy statement will be distributed to the general public and referral sources annually.

PROCEDURE:

1. A Business Ethics and Compliance Policy has been established for employee conduct and delineates the consequences for failure to adhere to the accepted ethics and compliance practices.
2. Components of the policy include the elements involved in plan oversight, monitoring and evaluation, distribution of the plan to employees and clients, reporting procedures, and establish the approach to outside investigations as well as the provision for enforcement of the plan.
3. New employees will be informed of the BEC Policy during new hire orientation. Documentation will be placed in their personnel record.
4. The business ethics and compliance statement will be distributed to the community annually and to all clients at admission.
5. The Governing Authority will review the BEC policy and its findings annually through the reports made by the appropriate Committee.
6. The Governing Authority shall appoint an independent Compliance Officers and charge the Professional Advisory Committee with advising the Governing Authority on compliance and ethical issues and overseeing the compliance program.
7. All reports of misconduct or violations of law are to be considered serious and are to receive immediate attention with a full investigation. Reports of any misconduct, unethical business practice or violation of laws and accreditation standards and guidelines can be made by anyone. The occurrence must be reported in writing to the Chief Executive or Compliance Officer and include the name of the accused person(s), act(s), and date(s) of the suspected violation. The Chief Executive will meet with the staff member(s) making a report of misconduct or violation of the law as the first step in the investigation process. All reported incidents are investigated within five (5) days of the report, including those reported by the Compliance Officer.

8. Employees will be protected under the CEPA Law (Conscientious Employee Protection Act). Which means Caring Senior Service prohibits taking any retaliatory action against any employee because the employee in good faith discloses or threatens to disclose violations of law, unethical, or fraudulent acts.
9. The Governing Authority shall annually review all reported violations or incidents of misconduct and compliance. The Governing Authority shall have final judgment on all business ethics and compliance decisions.
10. Caring Senior Service has adopted a Code of Ethics that clearly outlines expected conduct and is displayed in the office.
11. Failure by any employee to report unethical or unlawful practices or actions is misconduct warranting disciplinary action. However, any employee who raises a complaint under this policy in bad faith, or for the purpose of harassing another employee, or who repeatedly raises meritless complaints hereunder, will be subject to disciplinary action, up to and including termination of employment, and such disciplinary action will not be deemed retaliation under this policy.
12. Caring Senior Service and its employees will cooperate with all reasonable and lawful demands made by finding agencies, governmental investigation or law enforcement agents. Written, copied or electronic documentation is not to be altered or destroyed in anticipation of a request or as a result of a request for those documents by any authorized lawful investigation.