

## **Terms of Use**

### **Agreement to Terms of Use**

The following Terms of Use (“Terms” or “Agreement”) govern your access to and use of Coordin8care, LLC’s (“Company”) websites, mobile applications, and all other services we provide (hereinafter the “Services”). Please read the Terms carefully. Your use of the Services constitutes your agreement to be bound by all terms. If you disagree with one or more of these terms or find them unacceptable in any way, please do not use the Services.

This Agreement is divided into two parts. Part One explains all of the terms that govern your use of the Services. Part Two contains additional legal terms, including provisions that limit our liability to you and require individual arbitration for any potential legal dispute. To use the Services, you must accept all of the terms of this Agreement.

### **Changes to Terms of Use**

We have the right to change or add to the terms of this Agreement at any time by posting the amended Terms on Company’s websites and/or mobile applications (collectively, the “Site”). Any use of the Services after our publication of any such changes shall constitute your acceptance of the Terms as modified. However, any Dispute that arose before the modification shall be governed by the Terms (including the binding individual arbitration clause) that was in place when the Dispute arose.

## **Part One: Terms Governing Use of the Site and Services**

### **Emergencies**

THIS SITE IS NOT AN EMERGENCY-RESPONSE OR EMERGENCY-MONITORING SERVICE AND ANY PERSON WHO IS AWARE OF AN EMERGENCY SITUATION OR BELIEVES THAT A PERSON MAY BE AT RISK OF INJURY OR DEATH OR WHO MAY HARM THEMSELVES OR ANOTHER PERSON SHOULD DIAL “911” OR AN APPROPRIATE EMERGENCY RESPONDER. COMPANY IS UNDER NO OBLIGATION TO MONITOR OR RESPOND TO COMMUNICATIONS MADE TO THIS SITE.

### **Age Limitations**

This Site and the Services are intended and only suitable for individuals 18 years of age and above. Some of the content on this Site may not be appropriate for children. Children under the age of 13 are not permitted to use this Site. We strongly recommend that children between the ages of 13 and 17 ask their parent’s or guardian’s permission before viewing the Site. Company hereby disclaims all liability for use by individuals under the age of 18.

## **Restricted Use**

You may use this Site only to the extent that you obey all laws, rules, and regulations applicable to your use of this Site.

## **Your Privacy**

Upon acceptance of these Terms you confirm that you have read, understood, and accepted Company's Online Privacy Policy and HIPAA Notice.

## **Registration**

Registration is not required to view certain content on the Site. However, to use some parts of the Site and Services you may be required to register and provide certain information about yourself, including your e-mail address and password ("Credentials"). If you become a registered member of the Site, you accept responsibility for all activities that occur under your registration account. You agree to provide true, accurate, complete, and correct information at the time of registration, and to promptly update this information as needed so that it remains true, accurate, complete, and correct. You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for maintaining the confidentiality of your Credentials. If you believe someone has accessed the Site using your Credentials without your authorization, e-mail us immediately at [INSERT EMAIL ADDRESS].

## **Transactions**

The Site may offer you the ability to purchase products or services. If you wish to purchase products or services described or linked to on the Site (each such purchase, a "Transaction"), Company or the third party provider of the product or service will request certain information from you that is applicable to your Transaction, including, without limitation, credit card and other payment and shipping information. You understand that, if any such information is provided to Company, then Company shall treat any such information in the manner described in our Online Privacy Policy. By supplying such information, you grant Company the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. You agree to pay all charges incurred by you or any users of your membership account or credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including, without limitation, all shipping and handling charges. You shall also be responsible for paying any applicable taxes relating to your purchases. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MECHANISM USED IN CONNECTION WITH ANY TRANSACTION.

Descriptions or images of, or references to, products or services on the Site do not imply Company's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to Company's acceptance of any order. Price and availability of any product or service are subject to change without notice. Company is not responsible for errors in the prices or descriptions of any product or service. Refunds and exchanges shall be subject to Company's and/or any applicable third party's refund and exchange policies in effect at the time of the applicable Transaction. Current rates for any product or service available through the Site may be obtained by sending an email to [\[INSERT EMAIL ADDRESS\]](#).

### **Social Media and Online Communities**

Company may provide you opportunities to share information on third party social media sites or platforms such as Facebook, Instagram, LinkedIn, Twitter, Google+, YouTube or other similar sites (collectively, "Social Media Sites"). Company may also provide you opportunities to participate in online communities on such Social Media Sites and may host discussion boards, chats, and other forums on this Site. For example, you may use your Instagram handle and tag your photos and postings ("Tagged Content") with hashtags that we may provide from time to time in order to submit your Tagged Content for potential use on our Site. If you post Tagged Content with hashtags as we may provide from time to time, your activity and participation is governed by these Terms. Additionally, you remain responsible for your compliance with other applicable terms and conditions such as those of Instagram or other Social Media Sites. Without limitation of any other obligations, you agree that you will be respectful of others and their privacy and will not submit photos of others without their express permission.

If you participate in Company online community, discussion board or other forum, you agree that anything you submit is being provided by you voluntarily, on a non-confidential basis, and without any compensation due to you and you grant Company a perpetual, worldwide, royalty-free, transferable, and sub-licensable, right and license to use, copy, distribute, modify, create joint and derivative works, your content, postings and Tagged Content in any form or format. You further agree that (a) you will not post, transmit, or link to any material, websites, Tagged Content or other information or content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, or an expression of political or hate speech; (b) you may only post, upload or transmit photos or materials for which you have the copyright or other permission to distribute electronically citing the original source; (c) you may not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights; (d) you agree that any Tagged Content or materials you post or upload will be owned by you or be in the public domain; (e) you may not intentionally post, create, upload or transmit any software or other material that contains a virus or other harmful code or device; (f) you may not solicit other users, or distribute advertising, for products or services through the Site, distribute chain letters or messages, mass mailings or bulk

email or other bulk messages, or gather email addresses for the purpose of sending bulk email or other messages to other users of the Site; (g) if you choose to submit Tagged Content or post items in public or “chat” portions of the Site, such material, information, photographs, and other information you post in these public or group areas is available to the other individuals using this Site and Company does not warrant, guarantee or otherwise take steps to prevent other users from copying, displaying, uploading, transmitting or otherwise using your material, information, photographs or other information for any purpose whatsoever; (h) you will always use caution in posting personally identifying information, and never exchange personal financial information, address, phone numbers or other personal information; (i) you will not post any material that violates any law or regulation; (j) you will not impersonate any other person or use the identity of some other living person; and (k) your postings will truthfully reflect your own experience.

Company may terminate or restrict your access to any Company online community, including access through the Site.

### **Selection and Removal of Tagged Content**

Company will review Tagged Content and select certain Tagged Content for posting on our Site; we make no guarantee that your Tagged Content will be posted. Notwithstanding the foregoing, you remain fully responsible and liable for your Tagged Content and its compliance with these Terms, other applicable terms of use and applicable laws. If your Tagged Content is posted to our Site, you may request removal of your Tagged Content by marking it as “private” in your Social Media Site account or by emailing us at [REDACTED].

### **Monitoring**

We have no obligation to monitor any related websites, chats, discussion boards or any other materials that you or third parties transmit or post on or to the Site or related websites, if any. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Site, discussion boards, the chats, and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a chat or discussion board); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly, to protect ourselves, our sponsors, and our other clients and visitors, and to comply with legal obligations or governmental requests.

### **Copyright Notice**

This Site is owned and operated by Company. The entire contents and design of the site are protected by U.S. and international copyright law. All rights regarding the Site and materials contained on the Site are either owned by Company, are licensed to it, or are used with permission. Company and its licensors retain and reserve all proprietary rights to the contents of this Site.

You may not copy, republish, upload, post, display, transmit, or frame any of these materials without prior written consent from Company. You may link to, view, download, use, display and print a single copy of the materials found on this Site only for personal, noncommercial, and informational purposes as long as: (1) you do not alter or modify the materials in any way; (2) you include all applicable copyright, trademark and other notices and disclaimers; and (3) you do not use the materials in a way that suggests an association with Company or an affiliated entity. All such copies must include, at a minimum, the following copyright notice: “Copyright © [current year] Company All rights reserved.” Any other use of the Site or the information contained here is strictly prohibited. Company may terminate the above license at any time for any reason. If you breach any of these terms your license terminates immediately and automatically and without notice. Upon the termination of this license you must stop using this site, including all content, and return or destroy all copies, including electronic copies, of the content in your possession or control.

### **Copyright Infringement – DMCA Notice**

The Digital Millennium Copyright Act (the “DMCA”) provides remedies for copyright holders who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on this Site infringes a valid copyright owned by you, you (or your agent) may send Company a notice requesting that the material be removed, or access to it blocked. This request should be sent to: **[INSERT EMAIL ADDRESS]**; or to: Company **[ADDRESS]**.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to the address above.

### **Trademark Notice**

Company names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of Company. All rights are reserved. You are not authorized to use any Company name or mark in any advertisement, publicity or

in any other commercial manner without prior written consent of Company. All other trademarks appearing on the Site are the property of their respective owners.

## **Security**

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **Part Two: Additional Legal Terms**

### **Representation and Warranties**

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; and (b) your use of this Site will be in compliance with these Terms.

### **No Warranties**

USE OF THIS SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THIS SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL MEET YOUR REQUIREMENTS; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER

ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### **Indemnity**

BY VISITING THIS SITE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, AND ANY AFFILIATED COMPANY ENTITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY “COMPANY PARTIES”) FROM AND AGAINST ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, LOSSES, DAMAGES, TAX ASSESSMENTS, PENALTIES, INTEREST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES) ARISING OUT OF ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFAMATION, VIOLATION OF PUBLICITY OR PRIVACY, COPYRIGHT OR TRADEMARK INFRINGEMENT RESULTING FROM YOUR SUBMISSIONS OF ANY CONTENT, TAGGED CONTENT OR OTHER MATERIALS, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED COMPANY OF THE POSSIBILITY OF SUCH CLAIM.

### **Limitation of Liability and Damages**

THE USER’S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND ANY OF ITS SERVICE IS TO STOP USING THE SITE OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF COMPANY PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR THE MATERIALS ON THIS SITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

### **Disputes**

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact [\[INSERT EMAIL ADDRESS\]](#) with any dispute.

If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. “Disputes” between you and Company, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Company including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), any other aspect of our relationship, Company advertising, and any use of Company services.

### **Binding Individual Arbitration**

You and Company agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON A INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST COMPANY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Los Angeles, California, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney’s fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Company will not seek to have you pay its attorney’s fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Company also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Los Angeles, California, or federal court for the Central District of California.



## **Jurisdiction**

Information provided on Company's Site is not targeted to users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction.

This Site is a service provided by Company and does not constitute any contact with any jurisdiction outside the State of California. Use of this Site is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the Site illegal. Users in such jurisdictions visit and use this Site entirely at their own risk. Note: the essential parts of this Agreement include, without limitation, the exclusive venue and exclusive remedy provisions and the warranty disclaimers.

This Agreement is entered into and performed in the State of California, United States of America. It is governed by and shall be construed under the laws of California, exclusive of any choice of law or conflict of law provisions.

## **Requests for Information**

If you contact Company and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you provide us as described in our Online Privacy Policy.

## **Limitation on Time to Initiate a Dispute**

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

## **Links to Other Websites**

Company's Site may contain links to third party websites as a convenience to you. The inclusion of any website link does imply an approval, endorsement, or recommendation by Company. You agree that you access any such website at your own risk, and that the site is not governed by the terms and conditions contained in these Terms. Company expressly disclaims any liability for these websites. Please remember that when you use a link to go from our Site to another website, our Online Privacy Policy and HIPAA Notice is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our Site, is subject to that website's own rules and policies.

## **Downloadable Files and Email**

Company cannot and does not guarantee or warrant that email or files available for downloading from its Site will be free of viruses or other code that may contaminate or destroy data on your computer. You are responsible for implementing sufficient

protective procedures and checks to maintain the accuracy of your data for maintaining a data back-up or other means for the reconstruction of any lost data. Company does not assume any responsibility or risk for damage to your computer or its files related to your use of the Services.

### **Notice for California Users**

If you have a question or complaint regarding the Services provided to you by Company please contact us at **[INSERT EMAIL ADDRESS]** to receive further information regarding the Services or to resolve the complaint. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by telephone at (800) 952-5210 or TDD (800) 326-2297, or in writing at Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

### **Other Provisions**

Except as expressly provided in these Terms, these terms are a complete statement of the agreement between you and Company, and they describe the entire liability of Company and its vendors and suppliers and your exclusive remedy with respect to your access and use of this Site. In the event of a conflict between these Terms and any other Company agreement or policy, these Terms shall prevail on the subject matter of this Agreement. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that Company may have under trade secret, copyright, patent, or other laws. Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

### **Assignment**

You may not assign any rights or obligations under this Agreement without Company's prior written consent. Company may assign all or part of this Agreement.

### **Survival**

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to indemnity and limitation of liability clauses, shall survive.

**Waiver**

No waiver of any of these terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

**Notices**

You agree that we may provide any and all notices to you by e-mail, telephone, fax, as well as by any other method.

**Severability**

If any of the provisions of this Agreement are held unenforceable by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect.

**Entire Agreement; Amendment**

This Agreement constitutes the entire agreement between you and Company applicable to its subject matter. It may not be modified except as described elsewhere in this Agreement.

**Conflicting Terms**

Anything on the Site inconsistent or in conflict with the terms of this Agreement is superseded by the terms of this Agreement.

**Contact Information**

Please contact us with any questions or concerns regarding this Agreement at:

Coordin8care, LLC

[ADDRESS]

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

*These Terms were last updated on March 31, 2017.*