**EXTRICO HEALTH TERMS OF SERVICE**

Last Updated: October 8, 2021

These Terms of Service (“**Terms**”) apply to your use of the Extrico Health website (the “**Services**”) provided by Extrico Health (“**Company**,” “**we**,” “**us**” or “**our**”). Please read these Terms carefully and in their entirety, as they include important information about your legal rights, remedies, and obligations. By accessing and using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Services.

These Terms do not apply to the Extrico Health Platform (the “Platform”) and your use of the Platform is governed by the End User License Agreement you agreed to when you obtained access to the Platform.

We may operate additional programs or services which require separate or additional terms. In such cases, you agree to be further bound by the terms specific to the additional program or service, and such terms shall control to the extent there is a conflict with these Terms.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH MAY, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, REQUIRE YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST COMPANY ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

**Medical Information**

The Services may contain general information related to medical conditions, research, testing, and treatment, and other health care topics. Any such information is provided for informational purposes only. The receipt of any such information does not create a professional relationship between you and Company. THE SERVICES SHOULD NOT BE RELIED UPON AS A SUBSTITUTE FOR QUALIFIED MEDICAL ADVICE OR CONSULTATION WITH A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL. You should always consult with a doctor or other health care professional for medical advice or information about diagnosis and treatment.

**User Conduct and Responsibilities**

As a condition of your use of the Services, you agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. Additionally, you agree, without limitation, not to:

* Use any content or information available on the Services for any unauthorized purpose;
* Interfere with or damage the Services or servers or networks connected therewith or disobey any requirements, procedures, policies, or regulations of networks connected to the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, denial of service attacks, forged routing of electronic mail address information, or similar methods or technology;
* Upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
* Upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation;
* Upload, post, e-mail, or otherwise transmit any materials that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
* Attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by the Services;
* Harvest or collect Personal Information (as defined in our Privacy Policy) about any other individual who uses the Services;
* Make any statements, express or implied, that you are endorsed by Company without our specific prior written consent;
* Infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including, but not limited to, such rights of third parties;
* Upload, post, submit publish transmit or display in connection with the Services any information or material that threatens or abuses others, libels, defames, invades privacy, is false, discriminatory, hateful, harassing, or offensive, or otherwise injurious or objectionable; or
* Assist any third party in engaging in any activity prohibited by these Terms.

You are solely responsible for your conduct and any data that you submit, post, transmit, or display on or through the Services. We reserve the right to remove, block, and/or monitor, without notice, any visitor that we consider, for any reason, to violate these Terms or to be outside the subject scope of the Services. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing acceptable use requirements, we may take any action we deem necessary to cure or prevent the violation.

**License**

You hereby grant to Company a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, fully transferable and sub-licensable right and license to use, reproduce, modify, adapt, reformat, publish, translate, create derivative works from, distribute, transmit, perform, and display all data, feedback, or other information submitted, posted, published, transmitted, or displayed on or via the Services, and to incorporate such data in other works in any form, media, or technology now known or later developed. Company shall have no obligation of any kind with respect to any such data that you submit, post, publish, display, or transmit via the Services. You represent and warrant that you have proper authority to grant this license.

**Privacy**

We respect your privacy and have taken specific steps to protect it. Your submission of personal information through the Services is governed by our Privacy Policy.

**Linking and Third Parties**

The Services or communications you receive from the Services may contain links to third-party websites, applications, or features (together, the “**Third Party Services**”). We do not control any of these Third Party Services or any of their content. The inclusion of any link to Third Party Services does not necessarily imply Company’s endorsement of or affiliation with that third party. You acknowledge and agree that Company has no responsibility or liability for any such Third Party Services. Your correspondence and dealings with third parties found through the Services are solely between you and the third party. By using such Third Party Services, you acknowledge and agree that your use of Third Party Services is at your own option and risk, and you will hold the Company harmless for activity related to the Third Party Services.

**Disclaimer of Warranties**

YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK (INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, DAMAGE RESULTING FROM RELIANCE ON THE SERVICES, OR OTHER DAMAGES THAT RESULT FROM OBTAINING ANY CONTENT FROM THE SERVICES INCLUDING COMPUTER VIRUSES) EVEN IF COMPANY HAS BEEN ADVISED OF OR IS AWARE OF THE RISK OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “**COMPANY PARTIES**”) PROVIDE THE SERVICES, INCLUDING WITHOUT LIMITATION, THE COMPANY MATERIALS, “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS,” WITHOUT WARRANTY OF ANY KIND, AND SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUSES.

NO INFORMATION PROVIDED VIA THE SERVICES SHALL CREATE ANY WARRANTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION, COVENANT, OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED: (i) AS TO THE VALUE, QUALITY, TIMELINESS, USEFULNESS, RELIABILITY, SECURITY, SUITABILITY, ACCURACY, TRUTHFULNESS, OR COMPLETENESS OF THE SERVICES; (ii) THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE; (iii) THAT THE SERVICES WILL MEET YOUR NEEDS OR EXPECTATIONS; (iv) AS TO THE QUALITY OR VALUE OF ANY OF COMPANY’S PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN VIA THE SERVICES; (v) THAT ANY ERRORS PERTAINING TO THE SERVICES WILL BE CORRECTED.

THE COMPANY PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE COMPANY PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. BY ACCESSING OR USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO YOU AND THESE TERMS.

**Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICES; (B) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICES; (C) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICES; (D) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (E) ANY ERRORS OR OMISSIONS IN THE OPERATION OF THE SERVICES; OR (F) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE COMPANY PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICES DURING THE PRECEDING YEAR. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES. BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Company reserves the right, at any time, in Company’s sole and exclusive discretion, to amend, modify, suspend, or terminate the Services, or any part thereof, and/or your use of or access to them, with or without notice. Company shall have no liability to you or any other person or entity for any modification, suspension, or termination, or any loss of related information.

**Indemnification**

You (and any third party on whose behalf you use the Services) agree to indemnify, defend, and hold harmless the Company Parties from any claims, liabilities, damages, losses, costs, and/or expenses, including without limitation, reasonable attorney’s fees and costs, arising out of or in any way connected with the following (whether resulting from your activities on the Services or those conducted on your behalf): (i) your access to or use of the Services; (ii) your breach or alleged breach of these Terms; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authority, or (v) any misrepresentation made by you. You agree that the Company Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify, defend, and hold harmless any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys’ fees of the Company Parties in connection therewith. You also agree to indemnify, defend, and hold harmless the Company Parties from and against any claims brought by third parties arising out of your use of the Services, your violation of these Terms, or the infringement by you or made on your behalf, of any intellectual property or other right of any person or entity. You will cooperate as fully required by Company in the defense of any claim. The Company Parties reserve the right to assume exclusive control of its defense in any matter subject to your indemnification, which shall not excuse your obligation to indemnify the Company Parties. You shall not settle any dispute subject to your indemnification under these Terms without written consent from Company. You will not settle any claim without the prior written consent of Company.

**Dispute Resolution**

Any controversy or claim arising out of or relating to these Terms, or the breach thereof, including all questions of arbitrability, shall be settled by arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with its Commercial Arbitration Rules by a sole arbitrator. The parties hereto shall endeavor to agree upon the arbitrator, and if they fail to do so within twenty-one (21) days of the commencement of the arbitration, the appointment shall be made by the AAA in accordance with the Commercial Arbitration Rules. The place, or legal seat of arbitration, shall be California, and the language of the arbitration shall be English.

You may only bring claims in your individual capacity on your own behalf, and not in any representative capacity or on behalf of any class or purported class, and no arbitration you commence hereunder may be joined with or include any claims by any other persons. Each party shall be exclusively responsible for paying its own arbitration filing fees, which may later be allocated by the arbitrator as set forth below.

The arbitrator shall issue a reasoned award and, subject to the limitation of liability set forth above, shall have the power to grant any interim or provisional measures that the arbitrator deems appropriate, including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator to act as amiable compositeurs, to proceed ex aequo et bono, or to exercise rights of iura novit curia. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitrator shall award the prevailing party, if any as determined by the arbitrator, its reasonable costs, including reasonable attorney’s fees. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. No information concerning an arbitration, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third party by any party unless required by law. Any documentary or other evidence given by any party or witness in any arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration and shall not be disclosed to any third party (other than a witness or expert), except as may be required by law. Any party who commences any judicial proceeding in connection with an arbitration initiated hereunder shall endeavor to have the judicial record of any such proceeding sealed to the extent permitted by law.

YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR RELATIONSHIP WITH COMPANY MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM WILL BE PERMANENTLY BARRED.

**Consent to Communications**

By providing us with your contact information and using the Services, you agree to receive communications, including via e-mail, phone calls, social media, and push notifications from or on behalf of Company at the email address or telephone number (including mobile number) you provided. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

**Governing Law**

These Terms shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods is excluded and shall not apply.

**No Third Party Rights**

Unless expressly stated in these Terms to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Company, and our successors and assigns. Nothing in these Terms is intended to relieve or discharge the obligation or liability of any third persons to you and Company and our successors and assigns, nor shall any provision give any third parties any right of subrogation or action over against you, Company, and our successors and assigns.

**Force Majeure**

We will not be deemed to be in breach of these Terms or liable for any breach of these Terms due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, pandemics/epidemics, or other disaster.

**No Waiver; Assignment Rights**

Company’s failure to exercise or enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision in that or any other instance. We may assign these Terms at any time without notice to you. You may not assign to anyone else and any attempt by you to assign shall be void.

If any provision of these Terms is held invalid, illegal, or unenforceable under any applicable statute or rule of law, it is, to the extent necessary, deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

**Modification**

We reserve the right to change these Terms from time to time. When we do, we will also revise the “Last Updated” date at the top. If we make material changes to these Terms, we will notify you more directly, such as by placing a prominent notice on our website or via email at the email address we have on file for you. We encourage you to periodically review these Terms, so you are aware of any revisions to which you are bound.

**Contact Us**

If you have any questions, comments or concerns regarding these Terms, please contact us at:

info@extricohealth.com