

Terms of Service

Updated: August 20, 2025

This Terms of Service (“Agreement”) is between PorticoCare, Inc. and you as a registered user (“you” or “your” or “User”) concerning your access to and use of the Platform (as defined below).

By agreeing to continue submitting your account application (“click the link”, “Submit” link) you indicate that you have read, understood, accepted and become legally bound to the terms of this Agreement.

This Agreement provides that disputes are subject to binding arbitration. **Arbitration replaces the right to go to court, including the right to a jury trial and the right to participate in a class action or similar proceeding unless you opt-out of the arbitration clause within the time specified in Section 18. Please read the Arbitration provision in Section 18 carefully.**

1. Definitions

- **Account** means User’s registered account with Portico through the Platform using a secure and individualized login and password to manage User’s account. .
- **Platform** means the website, mobile applications, or other electronic means owned or controlled by Portico for the purpose of facilitating the Health and Wellness Services by connecting Users to Providers. Reference to Platform in this Agreement shall include your Account.
- **Portico** (or PorticoCare, PORTICO CARE, we, us, or our) is the owner and operator of the Platform used to facilitate the Health and Wellness Services. Portico is not a provider of Health and Wellness Services.
- **Private Information** means personally identifiable information (“PII”), including protected health information (“PHI”), as defined under the Health Insurance Portability and Accountability Act of 1996 and the corresponding Health Information Technology for Economic and Clinical Health (“HIPAA”), and other private information as defined in (i) to the extent applicable, personal information of online persons under age 13, pursuant to the Children’s Online Privacy Protection Act of 1998, as amended, and its regulations (“COPPA”); and (ii) state-specific health information confidentiality and privacy laws, collected by or provided to Portico.
- **Provider** is an independent health and wellness professional that contracts with Portico to facilitate scheduling services between Users and the Provider.
- **Sponsoring Organization** means an entity or individual that has entered into an agreement with Portico to provide access to the Platform for its employees and their families, students, patients or any other User in order to locate a Provider and schedule Health and Wellness Services.
- **Services** means access to the Platform to view the Provider profiles, scheduling pages maintained by Portico on behalf of the Provider and utilize appointment scheduling technology integrated into third party websites to enable Users to schedule Health and Wellness Services with Providers.

- **Health and Wellness Services** means the coaching, informational, therapeutic, medical health services provided by a Provider outside of the Platform.
- **User** is an employee, family member of an employee, student, or patient of a Sponsoring Organization or a client of a Provider on PorticoCare Platform using Portico Services to locate and schedule the Health and Wellness Services.
- **Minor User** means someone under the age of 18 years of age or who lacks the capacity to grant consent.

2. Eligibility Requirements and Acknowledgment

- You are eighteen (18) years of age or older.
- If the recipient of Services is a Minor User, you are the parent, legal guardian or an authorized representative of the Minor User, and:
 - You understand and agree that you are granting your parental or other legal consent for a Minor User to access the Platform and to receive Health and Wellness Services from a Provider.
 - You understand and agree that the Minor User will be under your supervision when he/she/they are accessing the Platform and receiving Services.
 - You understand and agree that if the Minor User is between the age of 14 and 18 years old you grant consent for the Minor User to access the Platform and receive Services with or without your supervision.
 - You understand, agree and represent on behalf of the Minor User that by accessing the Platform and/or engaging the Services, the Minor User consents to receive Services and agrees to be bound by the terms of this Agreement.
- You are an employee, family member of an employee, student, or a patient of a Sponsoring Organization and/or a client of a Provider on the PorticoCare Platform.
- You understand and agree that, except as provided otherwise by the Sponsoring Organization, the cost of providing Services to the User will be paid for by the Sponsoring Organization, and any limitation on the provision of Services paid for by the Sponsoring Organization shall be set forth in the agreement between Portico and the Sponsoring Organization.
- You understand that the cost of Health and Wellness Services is separate from the cost of the Services, and that the cost of the Health and Wellness Services is as agreed upon between you and the Provider. Any responsibility for payment of the Health and Wellness Services are as agreed upon between you and the Provider or between you and the Sponsoring Organization.
- You are engaging Portico under your own name and no User misrepresents their identity or impersonates another person.

- You hereby acknowledge, confirm and agree that all the Private Information that you provided in or through the Platform, and the Private Information that you will provide in or through the Platform in the future, is accurate, true, current, and complete.
- You have the legal right and authority to enter into this Agreement, if applicable, you have the legal right and authority to bind Minor User and/or Other User to the terms of this Agreement.
- You have the legal right and authority and are engaging Portico for the User to receive Services.
- You have secure access to personal on-line and/or mobile technology that enables the User to establish an Account, exchange Private Information and communicate with Portico in a confidential manner.
- You agree, confirm, and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password. You agree that you will not give any third-party Account Access.
- You agree and commit not to use the Account or Account Access of any other person for any reason.
- You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.
- You understand and agree that we make no representation that the Platform or the Services are appropriate or available for use in locations other than the United States. You further agree not to use the Platform or the Services if you are physically located outside of the United States.
- You agree not to access the Platform or its contents in order to build a similar or competitive website, product, or service.
- You agree not to access, use, or copy any portion of the Platform, or any contents of the Platform through the use of bots, spiders, scrapers, web crawlers, indexing agents, automated devices or mechanisms, or any similar or equivalent manual process to monitor or copy any portion of the Platform or its contents for any other purpose not authorized by us. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within the Platform. Except as expressly authorized by us in writing, in no event will you reproduce, redistribute, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Platform or its contents or any access to or use of the Platform or its contents.
- You agree and commit not to make any use of the Platform for the posting, sending or delivering of any of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist, or potentially harmful content; (d) any content that infringes a third party right including intellectual property rights; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause, or encourage a criminal action or violate any applicable law.

- You, Minor User or Other User are NOT experiencing a medical emergency and are not in need of immediate medical attention.

3. Health and Wellness Services

The Platform connects Users to a Provider that will render the Health and Wellness Services.

Health and Wellness Services are provided by independent contractors, and are not employees, agents, or representatives of Portico. Health and Wellness Services are separate from the services rendered by Portico and Health and Wellness Services will be rendered through a platform or mechanism outside of the Platform. Providers, and not Portico, are solely responsible for the provision of Health and Wellness Services, including any fees associated with the Health and Wellness Services. Any charges for any Health and Wellness Services is between you and your selected Provider, and will be entirely your responsibility. Any dispute arising from or related to the Health and Wellness Services must be resolved directly with the Provider.

Portico does not refer, endorse, or recommend Users to any particular Provider, and nothing on the Platform represents or warrants that Health and Wellness Services are appropriate or effective.

Importantly, Health and Wellness Services are not appropriate for medical emergencies.

IF YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. IF YOU ARE CONTEMPLATING SUICIDE OR FACING AN IMMEDIATE OR EMERGENT CRISIS, PLEASE CALL THE NATIONAL SUICIDE HOTLINE, AT 1-800-273-8255.

4. Portico's Services

Provider Roster

Portico's role is limited to providing Users with access to the Platform to facilitate the Health and Wellness Services. Users will receive access to a list of Providers and their profiles. This list may be based on information that you share with us, such as geographical location, the healthcare specialty and/or services selected by you, and other criteria (including, for example, Provider availability, past selections by and/or reviews/testimonials of Providers by you or by other Users, and past experience of Users with Providers).

Content related to Providers and their practices ("Provider Profile") is intended for general reference purposes only. A Provider Profile may be compiled by the Provider and/or office staff, and/or may be collected from other data sources that may not be confirmed by the Provider. While we make efforts to confirm the contents of the Provider Profile and keep it up to date, it can change frequently and may become out of date, incomplete or inaccurate at any time.

Portico does not endorse or guarantee the qualifications of a Provider or the quality of the Health and Wellness Services. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY DATA, INFORMATION, OR CONTENT PROVIDED ON THE PLATFORM INCLUDING INFORMATION DISPLAYED ON A PROVIDER PROFILE. Your reliance upon any information, content or services available on or through the Platform is solely at your own risk. We encourage you to independently confirm any information regarding a Provider through other sources, including but not limited to professional and medical associations relevant to the applicable specialty, and the appropriate licensing or certification authorities to verify listed credentials and education.

Scheduling Services

Users may use the Platform to schedule a session with a User-selected Provider. You may elect to enter certain medical information into the Platform when you schedule an appointment, including by filling out a medical history form ("Medical History Form") on behalf of yourself or a Minor User if you are the Minor User's parent, legal guardian or authorized representative. In doing so, you request and authorize Portico to provide this information to your chosen Provider. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized by you at the time of your appointment to ensure its accuracy. You also acknowledge that Portico may use the data or information you provide in a Medical History Form in accordance with Portico's Privacy Policy.

Portico Does Not Provide Medical Services

PORTICO DOES NOT PROVIDE CLINICAL SERVICES. You understand and acknowledge that Portico simply provides Users with access to the Provider Profile and scheduling technology services. The use of the Services does not establish a Provider-patient relationship. Portico encourages Providers to use the scheduling services responsibly, but has no control over, and cannot guarantee the availability of, any Provider at any particular time. Portico will not be liable for cancelled or otherwise unfulfilled appointments, or any injury or loss resulting therefrom, or for any other injury or loss resulting or arising from, or related to, the use of the Health and Wellness Services whatsoever.

All medically related information, including, without limitation, information shared via PorticoCare Answers, PorticoCare Knowledge Base, PorticoCare Blog, social channels, PorticoCare emails and text messages is for informational and communicative purposes only, and do not constitute diagnosis, advice, or treatment.

5. Changes

We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement. Unless otherwise specified by us, all changes shall be effective upon posting. Therefore, you are encouraged to check this Agreement frequently. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Services following any changes to this Agreement will constitute your acceptance of such changes. The "Last Updated" legend above indicates when this Agreement was last changed. If you do not agree to the changes, you must terminate access to the Services.

6. Electronic Communication

You agree that by using the Platform, you expressly authorize Portico and the Providers to communicate with you via electronic means, such as email, text, telephone, messaging or chat. You understand that such electronic communication is not a secure form of communication, and you understand there are risks involved in such communications, such as unauthorized access or inadvertent disclosure of your Private Information.

7. Privacy Policy

Information that you provide to us or that we collect about you through your access to and use of the Platform is subject to our Privacy Policy. Providers have their own privacy policy and may collect your information as part of rendering the Health and Wellness Services. We encourage you to review or request the notice of privacy practices from your selected Provider.

One of our top priorities is to protect and safeguard any Private Information you provide through the Platform.

Portico takes commercially reasonable measures as it deems appropriate to secure and protect Private Information transmitted to and from the Platform. Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of your Private Information, including any username and any password used in connection with your use of the Platform. Portico will not be liable for any loss or damage arising from the unauthorized use of your username or password.

8. Third-Party Content

The Platform may contain other content, products, or services which are offered or provided by third parties ("Third-Party Content"), including links to such Third-Party Content. We do not endorse any Third-Party Content nor do we have any responsibility for the creation of any such Third-Party Content, and we will not be liable for any damage or loss caused by the products, practices, terms, or policies of any third parties.

9. Feedback

By sending us any feedback, comments, questions, or suggestions concerning the Services, or the Platform, (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Portico any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of this Agreement, and your participation in the Platform.

10. Intellectual Property

You understand and agree that we own, control, or (where applicable) license from third parties, all rights, title, and interest in and to the Platform and any information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, opportunities, features, services, and other materials within the Platform (all such materials, and any compilation, collection, or arrangement thereof, collectively, the "Content"). You acknowledge and agree that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest by accessing or using the Platform or the Content. Such intellectual property and proprietary rights may include, but are not limited to, copyrights, trademarks and service marks, trade dress, and trade secrets, and all such rights are the property of Portico or its licensors and content providers.

If you believe that any Content or Third-Party Content available on the Platform has been or is being used in a way that constitutes copyright infringement, please follow the steps outlined in our Copyright Policy, set forth below.

11. Copyright Policy

If you believe that any materials made available on the Platform infringe your copyright, please notify us and provide the information below. We will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3). You should send any notice of infringement relating to the Platform or any materials made available on the Platform to our designated copyright agent. If you decide to send us any such notice, you must:

- a) identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed;
- b) provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- c) include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- d) include a statement by you that the information contained in your notice is accurate and that you attest that, under penalty of perjury, you are the copyright owner or that you are authorized to act on the copyright owner's behalf; and
- e) include your name, mailing address, telephone number and email address.

You may submit your notice of alleged copyright infringement to our designated copyright agent by mail or email as set forth below:

Designated Copyright Agent
PorticoCare, Inc.
Email: info@porticocare.com

Please note that you may be liable for damages, including costs and attorneys' fees, if you knowingly materially misrepresent that material or activity on the Platform is infringing your copyright.

12. Disclaimers

ACCESS TO THE PLATFORM AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PORTICO DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, PORTICO DOES NOT WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE PLATFORM OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE PLATFORM CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. THE PLATFORM CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE OR THE INTERNET, OR FOR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE PLATFORM.

13. Limitation of Liability

IN THE EVENT OF ANY PROBLEM WITH THE PLATFORM OR ANY OF ITS CONTENT, YOU AGREE THAT PORTICO AND OUR LICENSORS' AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR OUR SERVICES WILL BE LIMITED TO THE LOWER OF ONE HUNDRED DOLLARS (\$100.00) OR THE AMOUNT PAID BY YOU TO USE OUR SERVICES. UNDER NO CIRCUMSTANCES SHALL PORTICO, ANY OF PORTICO'S LICENSORS OR SUPPLIERS, OR ANY THIRD PARTIES WHO PROMOTE THE PLATFORM OR PROVIDE YOU WITH A LINK TO THE PLATFORM BE LIABLE IN ANY WAY FOR YOUR (I) RECEIPT OF HEALTH AND WELLNESS SERVICES FROM ANY PROVIDER OR (II) USE OF THE PLATFORM OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL PORTICO, ITS LICENSORS OR SUPPLIERS, OR ANY THIRD PARTY WHO PROMOTES THE PLATFORM OR PROVIDES YOU WITH A LINK TO THE PLATFORM BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR (I) RECEIPT OF THERAPY SERVICES FROM ANY PROVIDER OR (II) USE OF THE PLATFORM, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE, OR OTHERWISE, EVEN IF PORTICO OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

This section on Limitation of Liability, and all clauses in this Agreement regarding limitations of liabilities and indemnification, shall survive the termination or expiration of this Agreement.

14. Indemnification

You will indemnify, defend, and hold harmless Portico from and against any and all claims, losses, causes of action, demands, liabilities, costs, or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) your access to or use of the Platform; (b) any actions made with your Account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of this Agreement; or (d) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right. This clause shall survive expiration or termination of this Agreement.

You agree, confirm, and acknowledge that we will not be liable for any loss or damage incurred as a result of someone else using your Account, either with or without your consent and/or knowledge.

You acknowledge and agree that you are solely and fully liable and responsible for all activities performed using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

15. Modifications, Termination, Interruption, and Disruptions to the Platform

You understand, agree and acknowledge that we may modify, suspend, disrupt, or discontinue the Platform, any part of the Platform, or the use of the Platform, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

The Platform depends on various factors such as software, hardware, and tools, either our own or those owned and operated by our contractors and suppliers. While we strive to ensure that the Platform is consistently reliable and accessible, you understand that we cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely, or error-free at all times.

16. Notices

We may provide notices or other communications to you regarding this Agreement or any aspect of the Platform by email or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to help@porticocare.com

17. Governing Law and Venue

This Agreement and our relationship with you shall both be interpreted solely in accordance with the laws of the State of California excluding any rules governing choice of laws.

18. Arbitration

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Santa Clara County, California. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

Cost of Arbitration

The Rules will govern payment of all arbitration fees. PorticoCare will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. PorticoCare will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Small Claims Court; Infringement

Either you or PorticoCare may assert claims, if they qualify, in small claims court in San Jose, California or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Waiver of Jury Trial

YOU AND PORTICO CARE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and PorticoCare are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and PorticoCare over whether to vacate or enforce an arbitration award, YOU AND PORTICO CARE WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor PorticoCare is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth below.

Opt-out

You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: PorticoCare, Attn: Legal, 1049 El Monte Avenue; Ste C #893, Mountain View, CA 94040 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your Account, and (iii) a clear statement that you want to opt out of this arbitration agreement.

Exclusive Venue

If you send the opt-out notice and/or in any circumstances where the foregoing arbitration agreement permits either you or PorticoCare to litigate any dispute arising out of or relating to the subject matter of this Agreement in court, then the foregoing arbitration agreement will not apply to either party, and both you and PorticoCare agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Santa Clara County, California state, or the federal district in which that county falls.

Severability

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with PorticoCare.

19. Miscellaneous

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.

Except as expressly provided, this Agreement may not be transferred or assigned. Portico may freely transfer or assign this Agreement or any of Portico's obligations hereunder.

The paragraph headings in this Services are solely for the sake of convenience and will not be applied in the interpretation of this Services.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

By engaging the Services, you further agree that you have read, understand and consent to this Agreement.

You may request a downloadable and printable copy of this form, either now or at any point in the future.

