

**POST CORONA CARE**  
**TERMS OF USE**  
**Effective as of: July 23, 2021**

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. THIS AGREEMENT ALSO CONTAINS A MANDATORY DISPUTE RESOLUTION CLAUSE THAT REQUIRES THE USE OF INDIVIDUAL ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY CREATING AN ACCOUNT WITH US OR THROUGH CONTINUED USE OF THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY. PLEASE READ THIS AGREEMENT CAREFULLY, AND DO NOT CREATE AN ACCOUNT OR CONTINUE TO USE THE SERVICES UNLESS YOU AGREE FULLY WITH ITS TERMS.

The following terms and conditions (the “**Terms of Use**”) constitute an agreement between you and Post Corona Care (“**we**,” “**us**,” or “**PCC**”), the operator of this website (the “**Site**”) and related websites or services provided by PCC and on or in which these Terms of Use are posted or referenced (collectively, the “**Services**”). These Terms of Use, together with our Privacy Policy (which is incorporated herein by reference, and collectively, this “**Agreement**”) govern your use of the Services, whether or not you have created an account. You must agree to and accept all of the terms of this Agreement, or you do not have the right to use the Services.

**1. This is a Binding Agreement.** This document is a legal contract between you and PCC. If you create an account or use the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual’s or entity’s behalf.

**2. About the Services.** PCC is a California not-for-profit organization that connects individuals struggling with symptoms from COVID-19 with volunteer, independent health care providers and organizations (“**Providers**”). ***PCC is a listing service. It does not provide health care services nor does it endorse or recommend Providers or any specific services they offer.*** If you select a Provider through PCC’s listing service and the provider accepts you as a patient, your relationship is directly with the Provider, and PCC has no responsibility for any services that the Provider provides to you. Providers listed on the Site have no obligation to accept you as a patient, and PCC makes no promises that any listed Provider will accept you as a patient.

**3. MEDICAL DISCLAIMER.** The content that you obtain or receive from PCC, its employees, contractors, partners, sponsors, or otherwise through the Services (“**Content**”), is for informational, purposes only, and is not, and should not be construed as, medical or mental health advice or services. Nothing on the Site is intended to take the place of proper medical advice, diagnosis or treatment. You may receive such information from Providers, who are solely responsible for the content of their communications with you.

**THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL OR MENTAL HEALTH CONDITION. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR MENTAL HEALTH ADVICE FROM A QUALIFIED PROVIDER. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL OR MENTAL HEALTH NEEDS. YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, NURSING, PSYCHOLOGY OR OTHER PROFESSIONAL HEALTH CARE ADVICE, OR THE PROVISION OF HEALTH CARE.**

**IF YOU EXPERIENCE A MEDICAL OR MENTAL HEALTH EMERGENCY, IMMEDIATELY CALL 911.**

**4. Providers.** PCC will you with a listing of Providers based on information that you provide to us, such as geographical location and health care specialty. You may select a Provider from the list. If the Provider accepts you as a patient, the Provider will provide a maximum of three 30-minute appointments, which will be provided on a volunteer basis without charge to you.

In connection with using the Site and the Services, you understand that PCC DOES NOT ENDORSE ANY SPECIFIC PROVIDER, AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO PROVIDERS, THEIR QUALIFICATIONS, OR THE QUALITY OF THE HEALTH CARE SERVICES THEY MAY PROVIDE. YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE PROVIDER IS SUITABLE FOR YOUR HEALTH CARE NEEDS BASED ON SPECIALTY, EXPERIENCE, QUALIFICATION, LICENSES AND OTHER IMPORTANT FACTS AND CIRCUMSTANCES THAT COULD IMPACT YOUR CARE. PCC encourages you to independently confirm any content relevant to you with other sources, including a Provider's location, the appropriate licensing or certification authorities to verify a Provider's listed credentials and education, and professional associations relevant to the Provider's specialty.

WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE YOU WITH ACCURATE CONTENT, WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO PROVIDERS' PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, OR ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE ANY INDIVIDUAL OR ENTITY LISTED OR ACCESSIBLE THROUGH THE SERVICES.

**5. NO PROVIDER-PATIENT RELATIONSHIP.** YOUR USE OF THE SERVICES DOES NOT CREATE A PROVIDER/PATIENT RELATIONSHIP UNTIL A PROVIDER HAS NOTIFIED YOU THAT YOU ARE ACCEPTED AS A PATIENT FOR THE DURATION OF THE 3 APPOINTMENTS, WHICH ARE PROVIDED TO YOU ON A VOLUNTEER BASIS BY PROVIDER AT NO CHARGE TO YOU.

PCC has no control over, and cannot guarantee the availability of, any Provider at any particular time. We 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 Site or Services whatsoever.

**6. Consent to Electronic Correspondence and Our Use and Disclosure of Your Personally Identifiable Information, including Personal Health Information.** Through your use of the Site, you consent to receive emails, texts, or other communications from us pertaining to your use of the Services. By utilizing our Site or replying to our emails or texts in the course of obtaining the Services, you acknowledge that you are aware that email/text is not a secure method of communication, and that you agree to the risks. If you would prefer not to exchange personally identifiable information ("PII") via email, please notify us at PCC 11113 Wilkinson Ave. Cupertino, CA 95014 or follow the opt-out instructions included in such email or text, if any.

By using the Site and/or Services, you further authorize us to use and disclose your PII in accordance with our Privacy Policy. This includes providing it to Providers for the purpose of arranging volunteer health care services to be provided to you. We reserve the right to change our Privacy Policy by posting the revised policy on our Site at [postcoronacare.org](https://postcoronacare.org), and by continuing to use the Services you agree to the Privacy Policy as in effect from time to time.

As we explain in our Privacy Policy, PCC is not subject to the health information privacy provisions of the Health Insurance Portability and Accountability Act of 1998 (“**HIPAA**”), or to California medical information confidentiality laws.

**7. Your responsibilities.** You agree that:

- You must be at least eighteen (18) years of age to create an account with us or use the Services. If you do not qualify under these Terms of Use, do not use the Services. Use of the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you are at least 18 years of age and have the right, authority, and capacity to enter into these Terms of Use.
- You are responsible for compliance with any local, state or federal laws applicable to your use of the Services or the Site.
- You will comply with the terms of this Agreement.
- To benefit from all of the Services we offer, you must provide PCC with certain basic information about yourself, which you authorize PCC to use and disclose as described in our Privacy Policy.
- You are responsible for ensuring that all information that you provide to PCC is accurate and up-to-date.
- You agree to take reasonable precautions in all interactions with Providers and acknowledge that you assume full responsibility for any and all risk associated with meeting Providers virtually.
- You may only use the Site and the Services for lawful, non-commercial purposes. If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party’s use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Site and/or Services for any purpose whatsoever.
- In addition to our rights in these Terms of Use, we may take any legal action and implement any technological measures to prevent violations of the restrictions hereunder and to enforce these Terms of Use.
- If there is a dispute between you and any other user of this site or Services, or between you and any third party (including but not limited to Providers), you agree that PCC is under no obligation to become involved. In the event that you have a dispute with one or more other users or Providers, you release PCC, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

**8. No Charge for Services.** You understand that any services provided by PCC or the Providers are being provided on a volunteer basis, and at no charge to you, unless you agree to become a paying patient of a Provider after completion of the Provider’s volunteer services to you.

**9. Term and Termination.** The term of this Agreement (“**Term**”) will be in effect and continue so long as you use the Services. PCC may, for any reason in its sole discretion, immediately terminate this Agreement, your account, and your access to the Services. You may also terminate this Agreement by informing PCC in writing at [postcoronacare@gmail.com](mailto:postcoronacare@gmail.com). Sections 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 shall survive any termination or expiration of these Terms of Use.

**10. Notice for California Users.** Under California Civil Code section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by Post Corona Care, 11113 Wilkinson Ave. Cupertino, CA 95014. If you have any questions, concerns, or complaints regarding the Services, please contact [postcoronacare@gmail.com](mailto:postcoronacare@gmail.com).

California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326 2297 or TDD (916) 322-1700.

**11. Copyright Materials.** All materials and other information on the Services, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the “**Copyright Materials**”) are the exclusive property of PCC and/or its licensors and are protected by all United States and international copyright laws.

**12. Indemnification.** You agree to indemnify, defend, and hold PCC harmless from any claims arising out of the use of the Services (including any services you receive from a Provider), your breach of this agreement, or the violation of any laws or regulations or the rights of any third party by you or any person that you allow to use the Services.

**13. DISCLAIMER.** YOU UNDERSTAND AND AGREE THAT PCC’S SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR INFORMATIONAL PURPOSES ONLY, AND THAT PCC ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, COMPLETENESS, TIMELINESS, OR EFFICACY OF THE SERVICES. PCC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR PCC COLLECTS WILL NOT BE DISCLOSED, OR (E) ANY ERRORS IN ANY SERVICES WILL BE CORRECTED. YOU AGREE THAT USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK.

**14. LIMITATIONS ON LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT PCC WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF PCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, “DAMAGES”), HOWEVER ARISING, INCLUDING DAMAGES RESULTING FROM: (A) THE USE OF OR INABILITY TO USE THE SERVICES; (B) THE COST OF ANY SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICES; (E) STATEMENTS OR CONDUCT OF ANY PROVIDERS OR OTHER THIRD PARTY, INCLUDING HEALTH CARE SERVICES, WHETHER PROVIDED THROUGH THE SERVICE OR ELSEWHERE; (F) ANY OTHER MATTER RELATING TO THE SERVICES; (G) ANY BREACH OF THIS AGREEMENT BY PCC OR THE FAILURE OF PCC TO PROVIDE THE SERVICES UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS), OR ANY OTHER USERS OF PCC. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH PCC IS THE CANCELLATION OF YOUR ACCOUNT. IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES OR THE SITE,

REGARDLESS OF THE FORM OF ACTION, EXCEED THE TOTAL AMOUNT OF TRANSACTION PROCESSING FEES, IF ANY, REMITTED TO AND RETAINED BY PCC FOR PROVIDING TRANSACTION PROCESSING SERVICES FOR APPOINTMENTS MADE BY YOU IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

**15. DISCLAIMERS REGARDING PROVIDERS.** PCC DOES NOT REFER, RECOMMEND, OR ENDORSE ANY PROVIDER. ANY STATEMENTS, PROGRAMS, OPINIONS, OR OTHER INFORMATION THAT MAY BE PROVIDED TO YOU BY A PROVIDER ARE SOLELY ATTRIBUTABLE TO THAT PROVIDER AND NOT PCC. RELIANCE ON ANY INFORMATION PROVIDED BY ANY PROVIDER ON OR THROUGH THE SITE OR SERVICES IS SOLELY AT YOUR OWN RISK. PCC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, ABILITY OR THE EFFICACY, ACCURACY, COMPLETENESS, TIMELINESS OR RELEVANCE OF THE INFORMATION PROVIDED BY ANY PROVIDER AND/OR THE SERVICES PROVIDED BY ANY PROVIDER OR BY THIRD PARTIES FEATURED ON OR THROUGH THE SITE OR SERVICES. PROVIDERS ARE RESPONSIBLE FOR COMPLYING WITH REGULATORY AND LOCAL REQUIREMENTS FOR MALPRACTICE AND LIABILITY INSURANCE. ALL INTERACTIONS WITH PROVIDERS ARE BETWEEN YOU AND THE LICENSED HEALTH CARE PROFESSIONAL. BY USING THE SITE OR SERVICES, YOU AGREE NOT TO HOLD PCC LIABLE IN ANY WAY FOR ANY MALPRACTICE OR SUBSTANDARD TREATMENT THAT PROVIDERS MAY RENDER TO YOU OR ANY INDIVIDUAL FOR WHOM YOU ARE RESPONSIBLE. IN NO EVENT SHALL PCC BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OR PRACTICE OF ANY PROVIDER AFFECTING YOU, ANY INDIVIDUAL FOR WHOM YOU ARE RESPONSIBLE, OR ANYONE ELSE IN CONNECTION WITH YOUR USE OF THE SITE, SERVICES OR OUR WEBSITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM YOUR USE OF ANY INFORMATION, PROGRAM OR SUGGESTION PROVIDED TO YOU BY A PROVIDER OR COMMUNICATIONS OR MEETINGS BETWEEN OR AMONG YOU AND ANY PROVIDERS YOU MEET THROUGH THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH PROVIDERS. FURTHER, YOU AGREE TO BE WHOLLY RESPONSIBLE AND ASSUME ALL RISK IF YOU OR ANY INDIVIDUAL FOR WHOM YOU ARE RESPONSIBLE DECIDES TO MEET OFFLINE OR IN PERSON WITH ANY PROVIDER.

**16. Governing Law and Dispute Resolution.** This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of law provisions. Subject to the section entitled “**Arbitration of Disputes**” below, exclusive jurisdiction and venue of any action arising out of this Agreement or your use of Services will be the state and federal courts located in the Central District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

**17. ARBITRATION OF DISPUTES.** ANY CLAIM OR DISPUTE BETWEEN YOU AND PCC IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO YOU, INCLUDING ANY BILLING DISPUTES (“CLAIM”), SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”)

IN THE COUNTY IN WHICH YOUR BILLING ADDRESS IS LOCATED. THIS AGREEMENT TO ARBITRATE ALSO REQUIRES YOU TO ARBITRATE CLAIMS AGAINST OTHER PARTIES RELATING TO SERVICES OR PRODUCTS PROVIDED OR BILLED TO YOU, INCLUDING SUPPLIERS OF SERVICES AND PRODUCTS AND PARTNERS AND OUR RETAIL DEALERS, IF YOU ALSO ASSERT CLAIMS AGAINST US IN THE SAME PROCEEDING. YOU AND WE ACKNOWLEDGE THAT THE AGREEMENT AFFECTS INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO ARBITRATIONS UNDER THIS AGREEMENT. BEFORE INSTITUTING ARBITRATION, YOU AGREE TO PROVIDE US WITH AN OPPORTUNITY TO RESOLVE YOUR CLAIM BY SENDING A WRITTEN DESCRIPTION OF YOUR CLAIM TO US AT: POST CORONA CARE, 11113 WILKINSON AVE. CUPERTINO, CA 95014 AND NEGOTIATING WITH US IN GOOD FAITH REGARDING YOUR CLAIM. IF WE ARE NOT ABLE TO RESOLVE YOUR CLAIM WITHIN THIRTY (30) DAYS OF RECEIPT OF YOUR NOTICE, THEN YOU OR WE, INSTEAD OF SUING IN COURT, MAY INITIATE ARBITRATION PROCEEDINGS WITH THE AAA. ARBITRATION WILL BE CONDUCTED UNDER THE AAA'S CONSUMER ARBITRATION RULES, WHICH ARE AVAILABLE BY CALLING THE AAA AT 800-778-7879 OR VISITING ITS WEBSITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG). THE AAA HAS A FEE SCHEDULE FOR ARBITRATIONS. YOU WILL PAY YOUR SHARE OF THE ARBITRATOR'S FEES AND ADMINISTRATIVE EXPENSES ("FEES AND EXPENSES") EXCEPT THAT: FOR CLAIMS LESS THAN \$25, WE WILL PAY ALL FEES AND EXPENSES; AND FOR CLAIMS BETWEEN \$25 AND \$1,000, YOU WILL PAY ONLY \$25 IN FEES AND EXPENSES, OR ANY LESSER AMOUNT AS PROVIDED UNDER AAA'S CONSUMER ARBITRATION RULES. YOU AND WE AGREE TO PAY OUR OWN OTHER FEES, COSTS, AND EXPENSES, INCLUDING THOSE FOR ANY ATTORNEYS, EXPERTS, AND WITNESSES. AN ARBITRATOR MAY ONLY AWARD AS MUCH AND THE TYPE OF RELIEF AS A COURT WITH JURISDICTION IN THE PLACE OF ARBITRATION THAT IS CONSISTENT WITH LAW AND THIS AGREEMENT. AN ARBITRATOR MAY ISSUE INJUNCTIVE OR DECLARATORY RELIEF BUT ONLY APPLYING TO YOU AND US AND NOT TO ANY OTHER CUSTOMER OR THIRD PARTY.

AS A LIMITED EXCEPTION TO THE AGREEMENT TO ARBITRATE, YOU AND WE AGREE THAT: (A) YOU MAY MAKE CLAIMS TO SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY FOR HEARING BY SUCH COURT; AND (B) IF YOU FAIL TO TIMELY PAY AMOUNTS DUE, WE MAY ASSIGN YOUR ACCOUNT FOR COLLECTION, AND THE COLLECTION AGENCY MAY PURSUE IN COURT CLAIMS LIMITED STRICTLY TO THE COLLECTION OF THE PAST DUE DEBT AND ANY INTEREST OR COST OF COLLECTION AGREEMENT.

**18. NO CLASS ACTIONS.** YOU AGREE THAT YOU MUST ASSERT ANY CLAIM AGAINST PCC INDIVIDUALLY, AND THAT YOUR CLAIMS MAY NOT BE COMBINED WITH ANYONE ELSE'S CLAIMS IN A CLASS ACTION OR ANY OTHER KIND OF JOINT OR REPRESENTATIVE ACTION, WHETHER BEFORE A COURT OR AN ARBITRATOR. IF A COURT OR ARBITRATOR DETERMINES IN A CLAIM BETWEEN YOU AND US THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE, THE ARBITRATION AGREEMENT SET FORTH ABOVE WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH CLAIMS WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT.

**19. NO JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND WE WAIVE OUR RIGHTS TO A JURY TRIAL, AND AGREE THAT ANY CLAIM ARISING OUT OF OR CONNECTED WITH YOUR USE OF THE SERVICES TO WHICH THE ARBITRATION PROVISIONS OF THIS AGREEMENT ARE FOR ANY REASON HELD NOT TO APPLY WILL BE DETERMINED BY A JUDGE OF THE APPROPRIATE COURT.

**20. Limited Time for Bringing Claims.** Both you and we agree that no suit, arbitration or other legal proceeding connected with this Agreement or your use of the Services may be brought more than one year after the incident giving rise to the claim has occurred.

**21. Claims by Others.** If anyone other than you brings a claim against PCC or its affiliates for damages, loss or injury to the claimant in any way connected with your or the claimant's use of the Services, including economic loss or death suffered by you or the claimant, you agree that you will indemnify, defend and hold PCC and its affiliates harmless from all liability in connection with the claim, and you will pay to us any amount a court or arbitrator orders us to pay or we reasonably agree to pay by way of settlement, plus the amount of our reasonable attorneys' fees and costs in defending and settling the claim. These claims may include (for example) claims by your family members relating to injury suffered by you or claims by an insurance company that pays under an insurance policy and seeks recovery from PCC. You agree that this obligation is binding on your heirs and successors, and applies whether the claimant is claiming in his or her own right, or is subrogated to your rights.

**22. Third-Party Sites and Service Providers.** The Site may contain hyperlinks to Internet websites operated by third parties, or to materials or information made available by third parties. Such links do not constitute or imply our endorsement of such third parties, or of the content of their sites, the quality or efficacy of their goods or services, or their information privacy or security practices, and we have no responsibility for information, goods or services offered or provided by such third parties, or for the manner in which they conduct their operations. PCC is not responsible for the privacy or security practices or legal compliance associated with such linked sites; your use of third-party sites and the materials, goods and services offered by them is entirely at your own risk, and is subject to the terms of use of the third parties operating or providing them.

**23. Agreement Severable.** You agree that if any provision of this Agreement is found to be invalid or unenforceable, it will be enforced to the maximum extent possible, and if it is not enforceable it will be severed from the other provisions of this Agreement, and the other provisions will be given full force and effect.

**24. Assignment.** We may assign this Agreement without restriction. You may not assign this Agreement or the Services to anyone else, in whole or in part, by operation of law or otherwise, without PCC's express written consent. Any attempt to do so will be null and void, and of no effect.

**25. Force Majeure.** PCC will not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riots, or acts of God.

**26. Non-waiver.** The failure by PCC to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Terms will remain in full force and effect.

**27. Children.** The Site is not directed to or intended for children under the age of thirteen (13) and we do not knowingly collect PII from such children without parental consent. If we find out that we have inadvertently collected personal information from a child under the age of 13, we will take steps to remove such information from our systems. If you are under the age of 13, please consult a parent or guardian for help.

**28. Notices.** All notices required or permitted to be given under these Terms must be in writing and will be deemed given: (a) upon actual delivery, if made by personal service; (b) if transmitted by electronic mail to PCC at postcoronacare@gmail.com, or to you at the email address you provided upon registration with PCC, as long as, in either case, the party giving notice does not receive a notice that the electronic mail was not delivered; (c) three (3) days after mailing, if mailed by U.S. certified or registered mail, first class postage

prepaid; and (d) one (1) business day after delivery to the courier or overnight delivery service, if made by courier or overnight delivery service. All notices will be addressed to such address as the party who is to receive the notice so designates by written notice to the other.

**29. Amendments.** PCC reserves the right to update or change the Services and to amend these Terms of Use or our Privacy Policy at any time, for any reason, by posting the revised Terms of Service and Privacy Policy on our Site at [postcoronacare.org](http://postcoronacare.org), and recommends that you review both this Agreement and the Privacy Policy on a regular basis. Without limiting the foregoing, if we make a change to the Agreement or Privacy Policy that materially affects your use of the Services, we may post notice or notify you via email or the Site of any such change. You understand and agree that your continued use of the Services after this Agreement and Privacy Policy have been updated or changed constitutes your acceptance of the revised terms. If you do not agree to the change, you must stop using the Services. THIS AGREEMENT CANNOT BE AMENDED BY ORAL STATEMENTS MADE BY YOUR PROVIDERS, OUR PARTNERS, EMPLOYEES, CONTRACTORS, OR BY USER GUIDES, SERVICE DESCRIPTIONS, ANSWERS TO FREQUENTLY ASKED QUESTIONS, OR OTHER EXPLANATORY OR PROMOTIONAL MATERIAL THAT WE PROVIDE.

**30. Entire Agreement.** This Agreement, together with our Privacy Policy, constitute the complete and exclusive agreement between PCC and you regarding its subject matter and supersedes all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to its subject matter.

☐ *I agree and consent to be legally bound by the terms and conditions of the PCC Terms of Use Agreement and Privacy Policy. I understand that the Terms of Use and Privacy Policy will become binding on me as soon as I use the Site or the Services, whether or not I register an account with PCC. If you are registering on behalf of the user, you agree that you are his or her personal representative and have the legal authority to sign contracts on behalf of the user and will indemnify, defend and hold PCC and its affiliates harmless from any claim, cost or liability that PCC or its affiliates that might have been avoided had the user agreed and consented himself or herself.*