Terms of Use

Last Updated: January 4, 2024

Human Physical Therapy P.C. (“Human Physical Therapy P.C. “we,” “us,” or “our”) welcomes you. We invite you to access and use our online services (the “Services”), which are made available to you through a variety of platforms, including, but not limited to, [https://humanphysicaltherapy.com](https://humanphysicaltherapy.com/) (the “Website”) which is accessible through tablets, smart phones, connected televisions, and other devices.

We provide our Services to Users and, on a limited basis as described later, to Visitors (all as defined below) subject to the following Terms of Use. By browsing the public areas of the Website or by signing up, accessing and/or using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our privacy policy which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Platform or the Services. We may change the terms and conditions of these Terms of Use or our Privacy Policy from time to time with or without notice to you and the current version posted on our website will apply.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

No Medical Advice

The Platform and Services are intended to connect you with third party health care professionals, such as physical therapists (“Providers”), so that Providers can provide you a remote musculoskeletal management program, which may include screening, assessment, exercise recommendations and follow-up. Note, however, that Human Physical Therapy P.C. does not connect you with medical doctors.  You acknowledge and agree that Human Physical Therapy P.C. does not itself provide any form of medical care, medical opinion, medical advice, diagnosis, or treatment, and that Human Physical Therapy P.C. does not evaluate the need to seek medical attention, through the Platform and the Services. The contents of the Platform and the Services, such as articles, exercise videos, graphics, images, services descriptions, instructions, and other material contained on the Platform and the Services (“Content”) are for informational purposes only. The provision of such Content does not create a doctor-patient relationship, and does not constitute a medical opinion, medical advice, or diagnosis or treatment of any particular condition. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should always seek the advice of your Provider, physician or other qualified healthcare provider with any questions you may have regarding a medical condition. If you think you have a medical emergency, call your doctor or 911 immediately.

Description of Services

Through the Platform, we offer a variety of Services, including but not limited to information about Providers and their practices (including but not limited to, their name, education, and expertise).  The Services are also designed to connect you with Providers that provide services, including but not limited to musculoskeletal services. If you use the Services to connect with a Provider, then the Services may also provide images and videos of physical therapy and other exercises recommended by the Providers, a real-time monitoring and analysis tool that streamlines provider-user communications.

We provide Visitors and Users with access to the Services as described below.

Visitors. Visitors, as the term implies, are people who do not register with us, but want to explore the Website. No login is required for Visitors. Visitors can: (i) view all publicly-available Content on the Website; and (ii) e-mail us.

Users. Login is required for all Users. Users can do all things that Visitors can do, and can: (i) create, access, manage, and update their accounts; (ii) schedule a video chat consultation with their Providers; (iii) post comments, reviews, and feedback about their Provider and the physical therapy exercises (collectively, “User Generated Content”); and (iv) access and use the Services.

Providers. Providers can do all things that Visitors can do, and can: (i) create, access, manage, and update their accounts; (ii) create a profile that describes their education, location of clinic(s), expertise and other information related to their practice or services; (iii) post exercises and other content through the Services (collectively, “Provider Generated Content”); and (iv) track and monitor User’s progress through the Clinical Dashboard. Providers’ relationship with Human Physical Therapy P.C. is governed by separate agreement between Provider and Human Physical Therapy P.C.

Human Physical Therapy P.C. under no obligation to accept any individual as a User, and may accept or reject any registration in its sole and complete discretion. In addition, Human Physical Therapy P.C. may deactivate any account at any time, including, without limitation, if it determines that a User has violated these Terms of Use.

Use of Data

If you are a Provider, any data and information about your patients that you submit through the Clinical Dashboard or that is otherwise made available to you through the Clinical Dashboard (the “Patient Data”) is subject to the terms and conditions set forth in the Clinical Dashboard Agreement. Disclaimer

YOU SHOULD CONSULT YOUR PROVIDER OR DOCTOR BEFORE STARTING ANY EXERCISE AVAILABLE THROUGH THE PLATFORM. IF YOU FEEL ANY PAIN OR OTHER PHYSICAL SYMPTOMS WHEN YOU START YOUR EXERCISE, YOU SHOULD CONTACT YOUR PROVIDER OR DOCTOR IMMEDIATELY.

Please be advised that:

* It is ultimately your decision whether or not to use a Provider made available via the Services.  We make no, and hereby disclaim all, representations, warranties, claims, and assurances as to any Provider Generated Content posted by Providers’ or User Generated Content posted by Users, including any Content contained in any exercises.

Community Guidelines

Human Physical Therapy P.C. community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Platform, you agree to comply with these community guidelines (the “Community Guidelines”) and that:

* You will comply with all applicable laws in your use of the Platform and will not use the Platform for any unlawful purpose;
* You will not upload, post, e-mail, transmit, or otherwise make available any content that:
	+ infringes any copyright, trademark, right of publicity, or other intellectual property or proprietary rights of any person or entity; or
	+ is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence, promotes illegal activity, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
	+ discloses any sensitive information about another person, including that person’s e-mail address, postal address, phone number, credit card information, or any similar information.
* You will not “stalk,” threaten, or otherwise harass another person;
* You will not access or use the Platform to collect any market research for a competing business;
* You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
* You will not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, malware, other harmful code, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means;
* You will not cover, obscure, block, or in any way interfere with any advertisements, legal notices, and/or safety features (e.g., report abuse button) on the Services;
* You will not use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
* You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
* You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we’ll review it.
* We reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or any portion of the Platform, without notice, and to remove any content that does not adhere to these Community Guidelines.

Restrictions

You need to be at least 13 years of age to use the Platform and Services, and the minimum age required depends on your contract for use of the Platform and Services (which may be a contract your employer has entered into with Human Physical Therapy P.C.). Please check the minimum age before using the Platform or Services and note that Human Physical Therapy takes no responsibility for use of the Platform and Services by anyone who is below the minimum allowed age. No one under 13 years of age may use the Platform or Services.

Use of Personal Information

Your use of the Platform and/or the Services may involve the transmission to us of certain personally-identifiable information. Our policies with respect to the collection and use of such personally-identifiable information are governed according to our Privacy Policy which is hereby incorporated by reference in its entirety.

Registration

If you would like to use the Human Physical Therapy P.C. website as a user, you will be required to register by creating an account. During the registration process, you will be asked to provide your name and email address and create a user name and password for your account.

You represent and warrant that all registration information you submit is truthful and accurate and you will maintain the accuracy of such information. You are responsible for the confidentiality of your account. You will promptly inform us of any need to deactivate a user name or password. We reserve the right to delete or change your user name and/or password at any time and for any reason.

Fees

If you are a User, you agree to pay all applicable fees made known to you during the registration process (“Fees”).

We may use a third party payment vendor (“Third Party Payment Vendor”) to process your payment of the Fees. You warrant and represent that you are the valid owner or an authorized user, of the credit card or payment account that you provide to such Third Party Payment Vendor, and that all information you provide is accurate.

We reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time upon notice to you.

Intellectual Property

The trademarks, service marks, and logos of Human Physical Therapy P.C. (“Human Physical Therapy P.C. Trademarks”) used and displayed on the Services are registered and unregistered trademarks or service marks of Human Physical Therapy P.C. Other company, product, and service names located on the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Human Physical Therapy P.C. Trademarks, the “Trademarks”). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Human Physical Therapy P.C. Trademarks inures to our benefit.

Elements of the Services are protected by trade dress, trademark, copyright, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Human Physical Therapy P.C. Content may be retransmitted without our express, written consent for each and every instance.

User Generated Content

Users may post and/or create User Generated Content through the Services. We cannot and do not review it all--we are merely acting as a passive conduit for distribution of the User Generated Content to other users of the Services. That said, we may remove User Generated Content that violates the terms of this Agreement, or that is offensive or otherwise unacceptable to us in our sole discretion.

You expressly acknowledge and agree that once you submit your User Generated Content for inclusion into the Services, it will be accessible by others, and that there is no confidentiality or privacy with respect to such User Generated Content, including, without limitation, any personally identifying information that you may make available. YOU, AND NOT Human Physical Therapy, ARE ENTIRELY RESPONSIBLE FOR ALL OF YOUR USER GENERATED CONTENT THAT YOU CREATE, UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE SERVICES.

You retain all copyrights and other intellectual property rights in and to the User Generated Content. You do, however, hereby grant us a non-exclusive, royalty-free, sublicensable, transferable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, reproduce, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit and create derivative works based on your User Generated Content as reasonably necessary to provide the Services.

If you submit User Generated Content to us, each such submission constitutes a representation and warranty to Human Physical Therapy P.C. that such User Generated Content is your original creation (or that you otherwise have the right to provide the User Generated Content), that you have the rights necessary to grant the license to the User Generated Content under the prior paragraph, and that it and its use by Human Physical Therapy P.C. and our content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates the terms of this Agreement.

Provider Generated Content

Providers may post and/or create content through the Services, including but not limited to, exercise videos or images (collectively, the “Provider Generated Content”). We cannot and do not review it all. That said, we may remove Provider Generated Content that violates the terms of this Agreement, or that is offensive or otherwise unacceptable to us in our sole discretion.

Communications with Us

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice (“Notice”) complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice: “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).” “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature.
6. Deliver this Notice, with all items completed, to contact@humanphysicaltherapy.com.

No Warranties; Limitation of Liability

NONE OF Human Physical Therapy P.C., ITS AFFILIATES, SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “Human Physical Therapy P.C. PARTIES”) ENDORSE ANY CONTENT PROVIDED THROUGH THE PLATFORM AND THE SERVICES, ANY USER, PROVIDER, USER GENERATED CONTENT, PROVIDER GENERATED CONTENT AND/OR ANY OPINION, RECOMMENDATION OR ADVICE EXPRESSED BY ANY USER OR PROVIDER THROUGH THE PLATFORM AND THE SERVICES. YOU ACKNOWLEDGE THAT THE PLATFORM MERELY ACTS AS A VENUE THAT ALLOWS USERS TO COMMUNICATE WITH THEIR PROVIDERS. NONE OF THE Human Physical Therapy P.C. PARTIES IS A PARTY TO, OR HAS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN YOU AND YOUR PROVIDER OR FOR ANY RESULTS CAUSED BY USING THE PLATFORM AND THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEATH, BODILY INJURY OR HEALTH PROBLEMS YOU MAY SUFFER. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SENTENCE DOES NOT APPLY TO CONSUMERS LOCATED IN NEW JERSEY.

THE CONTENT PROVIDED ON THE PLATFORM, THE SERVICES AND ANY OTHER COMMUNICATIONS FROM OR PROVIDED THROUGH THE PLATFORM AND THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU THINK YOU OR SOMEONE ELSE MAY HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE EMERGENCY ROOM IMMEDIATELY.

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM, AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL USER GENERATED CONTENT AND PROVIDER GENERATED CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NONE OF THE Human Physical Therapy PARTIES MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, OR QUALITY OF WORK OF THE PROVIDERS, ANY THIRD-PARTY CONTRIBUTORS, OR CONTENT THEY PROVIDE THROUGH THE PLATFORM AND THE SERVICES. NONE OF THE Human Physical Therapy P.C. PARTIES MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE ACCURACY AND COMPLETENESS OF THE CONTENT AS IT RELATES TO MEDICAL HISTORY OR MEDICAL RECORDS.

IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM, INCLUDING ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS,WE SHALL NOT BE LIABLE FOR: (I) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (II) ANY LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION ACCESS AND USE THE SERVICES OR THE CONTENT, IN ALL CASES REGARDLESS OF LEGAL THEORY AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (III) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES OR THE CONTENT SHALL BE LIMITED TO MONIES YOU HAVE PAID US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

THE PLATFORM AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, OR OMISSIONS, INCLUDING WITH RESPECT TO INFORMATION ABOUT THE PROVIDERS AND/OR THE PHYSICAL THERAPY EXERCISE. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, PRICING, OR OTHER ERRORS LISTED ON OR OMITTED FROM THE PLATFORM AND THE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE PLATFORM AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

WE MAY PROVIDE INFORMATION OBTAINED FROM THIRD PARTY CONTRIBUTORS AND LINKS TO THIRD PARTY WEBSITES FOR INFORMATIONAL PURPOSES ONLY.  WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SUCH INFORMATION OR THIRD PARTY WEBSITES.

External Sites

The Platform and the Services may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

Indemnification

You agree to defend, indemnify, and hold harmless the Human Physical Therapy P.C. Parties from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Human Physical Therapy P.C. Content, the Services, or the Platform; (iii) any User Generated Content provided through your accounts; (iv) your violation of any third-party right, including without limitation any intellectual  property, or privacy right, or your violation of any law, rule, regulation or professional codes of conduct or similar standards applicable to your profession and/or practice; or (v) any claims brought against any Human Physical Therapy P.C. Party by a Provider, a User or any other third party as a result of your acts or omissions.

Compliance with Applicable Laws

The Platform and the Services are based in the United States, and are intended to be used only by residents of the United States within the United States. We make no claims concerning whether the Platform, the Services, the Human Physical Therapy P.C. Content, the Content, the Provider Generated Content or the User Generated Content may be downloaded, viewed, or be appropriate for use outside of the United States. This Agreement does not authorize you to access the Platform, the Services, the Human Physical Therapy P.C. Content, the Content, the Provider Generated Content or the User Generated Content from outside of the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Termination of the Agreement

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform and/or the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform and/or the Services at any time without prior notice or liability.

Digital Millennium Copyright Act

Human Physical Therapy P.C. respects the intellectual property rights of others and attempts to comply with all relevant laws.  We will review all claims of copyright infringement received and remove any Content deemed to have been posted or distributed in violation of any such laws.

Binding Arbitration

In the event of a dispute arising under or relating to this Agreement or the Services or any other products or services provided by us (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website http://www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent Human Physical Therapy P.C. from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Human Physical Therapy P.C. proprietary interests.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Miscellaneous

This Agreement is governed by the internal substantive laws of the State of New York without respect to its conflict of laws provisions. If this Agreement is terminated in accordance with the Termination provision above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “Communications with Us,” “Provider Warranties,” “No Warranties; Limitation of Liability,” “Indemnification,” “Termination of the Agreement,” “Binding Arbitration,” “Class Action Waiver,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.