

## **DT CARE'S TERMS AND CONDITIONS**

### **Effective Date.**

These Terms and Conditions were last updated on November 21, 2022.

DT Care's website <https://www.dtcare.org> (the "Website") is owned and operated by DT Care. These Terms and Conditions ("Terms") and any amendments or supplements to it, together with our Privacy Policy (collectively, the "Agreement") form a legally binding agreement between you ("you" or "your") and DT Care. This Agreement governs your access to and use of any DT Care website and your use or attempted use of our products and services (collectively, "Your Use"). Your Use of the Website shall be deemed to constitute your consent to be bound by this Agreement and shall be enforceable in the same way as if you had signed this Agreement.

### **NOTICE OF AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER**

By accepting these Terms, you are agreeing to the arbitration agreement and class action waiver contained in Section 4 of these Terms below.

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#### **1. ELIGIBILITY**

In order to use the Website, you must be 18 years or older and have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws; or 13 years or older and have your parent or guardian's consent to the Agreement. The Website is not intended for children under the age of 13 and no person under the age of 13 may use the Website. If you use the Website, you are confirming that you are at least 13 years old.

#### **2. INTELLECTUAL PROPERTY**

You acknowledge that content available through the Website, including, without limitation, content in the form of text, graphics, software, music, sound, photographs, and videos, and content provided by suppliers, sponsors, or third-party advertisers ("Intellectual Property Rights"), is protected by copyright, trademarks, patents, or other proprietary rights and laws. You are hereby granted a non-exclusive, non-transferable, revocable, limited license to view, copy and print content retrieved from the Website for the sole purpose of using or placing an order via the Website, provided that you do not remove or obscure the copyright notice or other notices displayed on the content. Except as expressly provided in this Agreement, nothing contained in this Agreement or on the Website shall be construed as conferring any other license or right, expressly, by implication, by estoppel, or otherwise under any of DT Care's or a third party's Intellectual Property Rights. Any rights not expressly granted herein are reserved.

### **3. DISCLAIMER**

DT Care and its agents assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information, services, or other material on the Website. While DT Care strives to keep the information on the Website accurate, complete, and up-to-date, it cannot guarantee, and will not be responsible for any damage or loss related to the accuracy, completeness or timeliness of the information on the Website.

#### **Disclaimer of Warranties.**

The Website is provided on an “as is” and “as available” basis. Except as specifically provided herein, to the fullest extent permissible pursuant to applicable law, DT Care expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose and non-infringement.

DT Care does not make any warranty that the Website will meet your requirements, or that access to the Website will be uninterrupted, timely, secure, or error free, or that defects, if any will be corrected. DT Care makes no warranties as to the results that may be obtained from the use of the Website or as to the accuracy, quality, or reliability of any information obtained through the Website. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Website is used at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. No advice or information, whether oral or written, obtained by you from DT Care direct, or through this Website, shall create any warranty not expressly made herein.

### **4. AGREEMENT TO ARBITRATE**

You and we each agree that any and all disputes or claims with or against any party that relate to or arise from your use of or access to our Services, or any products or services sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate section (this “Agreement to Arbitrate”).

#### **Prohibition of Class and Representative Actions and Non-Individualized Relief.**

You and we agree that each of us may bring claims that relate to or arise from your use of or access to our Services, or any products or services sold, offered, or purchased through our Services only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding, including but not limited to actions under the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* or the California Invasion of Privacy Act, Cal. Penal Code § 630 *et seq.* Unless both you and us agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. The arbitrator may award relief, including monetary, injunctive, and declaratory relief, only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party’s individual claim(s). Any relief awarded cannot affect our other users.

#### **Arbitration Procedures.**

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of this Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA’s rules and a form for initiating arbitration proceedings is available on the AAA’s site at <http://www.adr.org>.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator’s discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Pennsylvania, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This arbitration provision shall survive termination of this Agreement to Arbitrate and the closing of your Account or your use of or access to our Services, or any products or services sold, offered, or purchased through our Services.

**Costs of Arbitration.**

Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your Demand for Arbitration and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf, which you otherwise would be obligated to pay under the AAA’s rules.

**Confidentiality.**

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties’ respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

**Severability.**

With the exception of any of the provisions in of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions and Non-Individualized Relief”), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions and Non-Individualized Relief”) is invalid or unenforceable, then the entirety of this Agreement to

Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

#### **5. CONSENT TO CONTACT**

You agree that providing your telephone number in any submission on DT Care's websites, that you provide your signature expressly consenting to contact from DT Care, its subsidiaries, affiliates, or agents at the number I provided regarding products or services via live, automated or prerecorded telephone call, text, or email. I understand that my telephone company may impose charges on me for these contacts, and I am not required to enter into this agreement as a condition of any purchase. I understand that I can revoke this consent through any reasonable means.

By including your email in any submission, you are extending an express invitation to each Insurer you have been matched with to contact you by email at any email address you provided (in this case, any such email from an Insurer will not be considered spam or unauthorized by any local, state or federal law or regulation). For any service, you represent that all of the information you have provided in your submission is true and complete.

#### **6. VOICE RECORDING AND MONITORING CONSENT**

You agree and consent that DT Care may record or monitor communications made by you during any calls you make to the Website as permitted by 18 U.S.C. § 2511 *et seq.*, Cal. Penal Code § 630 *et seq.*, and other state laws that regulate call monitoring and recording. By calling the Website, you expressly consent and grant it the right to record or monitor and use this information for the purposes set out in the Privacy Policy. The Website is under no obligation to monitor or record its services for accuracy, completeness, or quality.

#### **7. LIMITATION ON LIABILITY**

You expressly understand and agree that under no circumstances will DT Care, its suppliers, parents, subsidiaries, representatives, affiliates or agents be liable for indirect, special, incidental, or consequential damages. This includes without limitation, any loss of use, loss of profits, loss of data, loss of goodwill, cost of procurement of substitute services, or any other indirect, special, incidental, or consequential damages. This applies regardless of the manner in which damages are caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability) or otherwise resulting from (1) the use of, or the inability to use, the Website, (2) the use of, or the inability to use, items purchased on the Website; or (3) the cost of procurement of substitute services or items.

#### **8. INDEMNIFICATION**

You agree to indemnify and hold harmless DT Care, its directors, officers, employees, agents, co-branders, suppliers, subsidiaries, parents, and affiliates, from and against any and all liability, losses, claims, demands, disputes, damages, and costs of any kind, including, without limitation, reasonable attorneys' fees and costs of litigation resulting from or in any way connected with (i) your use of the Website; (ii) information you submit or transmit through the Website; (iii) privacy, tort or other claims (e.g., claims under the Telephone Consumer Protection Act or its state law equivalent) relating to the provision of personal information (e.g., telephone number) to DT Care that is not owned by you, in contravention of this Agreement; and/or (iv) your breach of this Agreement.

#### **9. MODIFICATIONS TO THE AGREEMENT**

DT Care may make changes to these Terms and Conditions, from time to time, in its sole discretion, by updating this posting on the Website without notice to you. Your continued use of

the Website following the posting of a new version of the Terms and Conditions constitutes your acceptance of any such changes. Accordingly, whenever you visit the Website, check to see if a new version has been posted.

#### **10. MISCELLANEOUS**

DT Care may assign, transfer, or sub-contract any of our rights or obligations under these Terms and Conditions to any third party at our discretion. Any representations, warranties, and indemnification obligations made or undertaken by you will survive cancellation or termination of your account or relationship with DT Care. No delay by DT Care in exercising any right or remedy under these Terms and Conditions shall operate as a waiver of that right or remedy or shall affect DT Care's ability to subsequently exercise that right or remedy. Any waiver must be agreed to by DT Care in writing. These Terms and Conditions supersede any other terms previously published by us and any other representations or statements made by us to you, whether oral, written, or otherwise.