

<p>and that we are not responsible for any physical harm, damage to your property (including your computer system or mobile device used in connection with the service) or any loss of data, including deleted content.</p> <p>However, CarePredict does not disclaim any warranty or other right that CarePredict is prohibited from disclaiming under applicable law.</p> <p>15. Limitation of Liability</p> <p>To the fullest extent permitted by law, in no event will the CarePredict entity be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the service or any materials or content on the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not the CarePredict entity has been informed of the possibility of damage.</p> <p>Except as provided in section 16.4(iii) and to the fullest extent permitted by law, the aggregate liability of the CarePredict entities to you for all claims arising out of or relating to the use of or any inability to use any portion of the service or otherwise under these terms, whether a contract, tort (including negligence), statute, or any other legal theory, and whether or not the CarePredict entity has been informed of the possibility of damage.</p> <p>Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms. The limitations in this section 15 will apply even if any limited remedy fails in its essential purpose.</p> <p>16. Dispute Resolution and Arbitration</p> <p>1. Generally. In the interest of resolving disputes between you and CarePredict in the most expedient and cost-effective manner, and except as described in Section 16.2, you and CarePredict agree that every dispute arising in connection with these terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a different procedure for resolving disputes, and may allow for more limited discovery than in court. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether you are a consumer or not. After the expiration of the terms, YOU UNDERTAKE AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CAREPREDICT ARE EACH WAIVING THE</p>	<p>RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION</p> <p>2. Exceptions. Despite the provisions of Section 16.1, nothing will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) file suit in a court of law to address an intellectual property infringement claim.</p> <p>3. Arbitrator. Any arbitration between you and CarePredict will be seated under the Federal Arbitration Act, as amended, and by the American Arbitration Association ("AAA") rules for Consumer Arbitration Rules (collectively, "AAA Rules") as modified by these Terms. The AAA Rules and filing forms are available online at http://www.adr.org. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.</p> <p>4. Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to CarePredict for access to and use of the service in the 2 months prior to the event or circumstance giving rise to claim; or (b) \$100. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms. The limitations in this section 15 will apply even if any limited remedy fails in its essential purpose.</p> <p>5. Arbitration. Any arbitration between you and CarePredict will be seated under the Federal Arbitration Act, as amended, and by the American Arbitration Association ("AAA") rules for Consumer Arbitration Rules (collectively, "AAA Rules") as modified by these Terms. The AAA Rules and filing forms are available online at http://www.adr.org. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.</p> <p>6. No Class Actions. YOU AND CAREPREDICT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER INDIVIDUALLY, AND NOT IN A CLASS, OR AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and CarePredict agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.</p> <p>7. Modifications to this Arbitration Provision. When you consent to this Arbitration Provision, whether you currently do not do such marketing, you have the right to opt-out at any time to receiving marketing materials from us by following the opt-out instructions in these terms. The limitations in this section 16 will be null and void in that case, the parties will be entitled to the exclusive jurisdiction and venue described in Section 18 will govern the dispute prior to the arbitrator's award or (\$1,000).</p> <p>8. Enforceability. If Section 16.6 is found to be unenforceable or if the entirety of this Section 16 is found to be unenforceable, the remaining parts of the Section 16 will be null and void, and in that case, the parties will be entitled to the exclusive jurisdiction and venue described in Section 18 will govern the dispute prior to the arbitrator's award or (\$1,000).</p> <p>9. Fees. If you commence arbitration in accordance with these terms, CarePredict will reimburse you for your payment of the filing fee, unless your claim is for more than \$1,000, in which case you will be responsible for the filing fee. You will be entitled to a limited recovery of your costs or expenses, which may allow for more limited discovery than in court. Arbit</p>
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