

## Terms and Conditions for use of Oregon Care Partner Site and Services

THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "**TERMS**") ARE A LEGAL CONTRACT BETWEEN YOU AND OREGON CARE PARTNERS LLC. ("**OCP**", "**WE**" OR "**US**"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT [WWW.OREGONCAREPARTNERS.COM](http://WWW.OREGONCAREPARTNERS.COM) AS WELL AS ALL ASSOCIATED SITES LINKED TO [WWW.OREGONCAREPARTNERS.COM](http://WWW.OREGONCAREPARTNERS.COM) BY OCP, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "**SITE**"), AND ALL SOFTWARE, SERVICES, OR CONTENT ASSOCIATED WITH THE SITE (COLLECTIVELY, THE "**SERVICES**"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "**SITE**" INCLUDE THE SERVICES AVAILABLE THROUGH THE SITE. THESE TERMS DO NOT APPLY TO ANY OCP MOBILE APPLICATION. BY USING THIS SITE OR THE SERVICES, YOU ARE AGREEING TO ALL OF THESE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE AND ANY OF THE SERVICES, OR ANY INFORMATION OR MATERIALS CONTAINED WITHIN THE SITE. IF YOU ARE USING THE SITE FOR YOUR COMPANY'S USE, YOU REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE WHO HAS THE AUTHORITY TO LEGALLY BIND YOUR COMPANY TO THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH OCP. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

The words "**you**," "**your**," "**user**" or "**member**," whether or not capitalized, as used herein, refer to all individuals and/or entities accessing or using the Site or any Services, for any reason.

**1. Background.** As part of the Oregon Care Partners Educational Program ("the Program"), Oregon Care Partners operates and provides access to a range of Program related websites and microsites accessible to users (including paid and non-paid Caregivers, members of the Public Safety Workforce and APD and AAA staff) who have a Oregon Care Partners Username and Password (the "Site(s)"). The Site(s) contain content relevant to the Program and are also designed to enable statewide training in the following areas:

- a. Geriatric medication management and competency;
- b. Alzheimer's disease and related dementias;
- c. Challenging behaviors in non-dementia populations; and
- d. Specialized training for Public Safety Workforce personnel on Alzheimer's and related dementias.

In addition, the Program will market training and maintain certification or Continuing Education Units (CEU) information on all training participants as necessary. The Services enable a user to create personal profiles (each, a "Profile") that can be searched and viewed only by authorized Oregon Care Partner personnel, its agents or contractors. The Services also support the development of a system of email and mailing lists for promotional materials. In the future Oregon Care Partners may develop discussion forums, chat, electronic messaging, survey tools, blogs, wikis or other collaborative tools that Oregon Care Partners elects to make available in its discretion. Oregon Care Partners may modify, enhance, restrict or terminate Site(s) and / or the Services in its discretion at any time and without notice.

**2. This Agreement; amending this Agreement.** OCP may make changes to the content and features of the Site and any Services at any time, with or without notice to you. OCP can change, update, or add or remove provisions of these Terms, at any time by posting updated Terms at <http://www.oregoncarepartners.com>. If we make a material modification to these Terms or the Privacy Policy, We will notify you by (1) sending an email to the email address you have provided in your account (if any) or, (2) displaying an announcement on the Site, above the text of the Terms or the Privacy Policy, as appropriate, for thirty (30) days, after which the notice will be removed. The included Terms and Conditions may not be amended, except as otherwise provided in this paragraph. By using this Site and/or the Services after OCP has updated the Terms or Privacy Policy, you are agreeing to the updated terms; if you do not agree with any of the updated terms, you must stop using the Site and the Services immediately.

a. Amendments/Other Terms. OCP may change or supplement the terms of this Agreement from time to time at its sole discretion. OCP will exercise commercially reasonable efforts to provide notice to you of any material changes to the Agreement (e.g., by posting on the Site(s)). Within five (5) business days of posting changes to the Agreement, the changes will be binding upon you. If you do not agree with the changes, you should discontinue using the Sites(s) or any Services. If you continue using the Sites(s) or Services after such five-business-day period, you will have accepted the changes to the terms of this Agreement. In order to participate in certain Services, you may be notified that you are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.

**3. Release for Media Recording.** By accessing the Site, the user does hereby consent and agree that OCP, its employees or agents shall have the right to take photographs, video or digital recordings of my image during any in-person training class attended by me through the Site and use these images in any and all media, now or hereafter known, and exclusively for the purpose of showing on the website or in promotional materials created by OCP, its employees or agents. OCP and any user specifically acknowledge that the name and identity of the user shall not be revealed therein either in descriptive text or commentary.

**By accessing the Site, the user hereby releases to OCP, its agents and employees all rights to exhibit their image in print and electronic form publicly or privately to promote its website and training materials. User herein waives any rights, claims or interest they may have in the image selected by OCP for use on its website or promotional materials. User**

**understands that there will be no financial or other remuneration for recording their image for use on OCP's website or in its promotional materials and that OCP is not responsible for any expense or liability incurred as a result of OCP's use of their image for any reason**

**4. Rules and Regulations.** This Agreement sets forth the following legally binding Rules and Regulations for the Site(s) and the Services.

*Age.* Users must be at least eighteen (18) years old or the age of majority in the jurisdiction in which you reside in order to use the Site and the Services. By using the Site or the Services, you represent, acknowledge and agree that you are at least 18 years of age and have the right, authority and capacity to agree to and abide by these Terms.

*Compliance with Law.* You also represent that you will use the Site and Services in a manner consistent with any and all applicable laws and regulations. You may not use the Sites(s) or Services in any manner inconsistent with applicable law or for any illegal purpose, including but not limited to conspiring to violate laws or regulations. Recognizing the global nature of the Internet, you also agree to comply with applicable local rules or codes of conduct (including codes imposed by your employer) regarding online behavior and acceptable content. Additionally, you agree to comply with applicable laws regarding the transmission of technical data exported from the United States. OCP reserves the right to investigate and take appropriate action against anyone who, in OCP's sole discretion, is suspected of violating this provision, including without limitation, reporting you to law enforcement authorities. Use of the Services is void where prohibited.

*Availability.* Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by OCP and/or its affiliates.

*Termination.* OCP may terminate these Terms and your use of the Site and Services without notice if we, in our sole discretion, believe that you are less than 18 years old, or have otherwise violated the Terms.

*General Use.* OCP provides content and Services through the Site that are the copyrighted and/or trademarked work of OCP or OCP's third-party licensors and suppliers or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content. OCP hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Site and the Services solely for your personal use. Except for the foregoing license, you have no other rights in the Site, the Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site, the Services or the Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

*User Name and Password.* During the registration process, you will be asked to use your email address as your user name. Each user is required to have a unique user name and password. You

may not use as your user name the email address of another person to the extent that could cause deception or confusion; an email address which violates any trademark right, copyright, or other proprietary right; or an email address which OCP deems in its discretion to be vulgar or otherwise offensive. OCP reserves the right to delete or change any user name for any reason or no reason. You are fully responsible for all activities conducted through or under your user name. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the user name or password of another user at any time or to disclose your password to any third party. If you believe your password has been compromised, please change your password immediately. If problems with your password persist, please contact the OCP support desk at [info@oregoncarepartners.com](mailto:info@oregoncarepartners.com) or call (800) 930-6851. You are solely responsible for any and all use of your login information (username and/or password).

**5. Electronic Communications.** By using the Site and/or the Services, you consent to receiving electronic communications from OCP. These electronic communications may include information about OCP' Services and features of the Site, notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services. These electronic communications are part of your relationship with OCP. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**6. Privacy Policy.** Please review OCP Privacy Policy which is available on this site and which explains how we treat the information that we collect about you through the Site. You agree that we may treat your personal information in accordance with our Privacy Policy, which is incorporated by reference into these Terms.

**7. Links to Third Party Sites.** The Site may be linked to or may link to third party websites and applications that are not operated by OCP, including, without limitation, social networking, blogging and similar websites through which you may be able to connect using the Site, and other sites that provide question-and-answer forum functionality or allow you to submit job applications or other information (collectively, "Third Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third Party Sites, and, if applicable, allow you to configure your privacy settings in your Third Party Site account to permit your activities on the Site to be shared with your contacts in your Third Party App account and, in certain situations, you may be transferred to a Third Party Site through a link but it may appear that you are still on our Site. In any case, you acknowledge and agree that the Third Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than OCP, and you further acknowledge and agree that your use of such Third Party Sites is governed by the respective Third Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any of Third Party Sites. OCP provides links to the Third Party Sites to you as a convenience. OCP does not verify, make any representations or take responsibility for such Third Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third Party Sites. YOU AGREE THAT OCP WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR

ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. Any reference on the Site to any product, service, publication, and institution, organization of any third party entity or individual does not constitute or imply OCP's endorsement or recommendation.

**8. Third Party Content.** Certain information and other content that are not User Content (defined below) may be provided by third party licensors and suppliers to OCP ("Third Party Content"). The Third Party Content is, in each case, the copyrighted and/or trademarked work of the creator/licensor. You agree to only display the Third Party Content on your personal computer solely for your personal use. You acknowledge and agree that you have no right to download, cache, reproduce, modify, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content. OCP DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**9. User Content.** You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site and/or the Services (each a "Submission"). You may not upload, post or otherwise make available on the Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Privacy Policy, you agree that any User Content submitted, uploaded, posted or otherwise made available by you in connection with your use of the Site and/or Services is provided on a non-proprietary and non-confidential basis. You hereby grant to OCP a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare compilations and derivative works of, publish, transmit and distribute your User Content, or any portion thereof, and to publish, transmit, distribute and sell compilations and derivative works of your User Content, in any form, medium or distribution method now known or hereafter existing, known or developed. OCP may modify or adapt your User Content in order to transmit, display or distribute them over computer networks and in various media and/or make changes to your User Content as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services

or media. You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any User Content posted by you to or through the Site. When you provide User Content you agree that such User Content shall not be in violation of the "Unauthorized Activities" paragraph below. **Those prohibitions do not require OCP to monitor police or remove any User Content or other information submitted by you or any other user.**

**10. Unauthorized Activities.** When using the Site and/or the Services, you agree not to:

- Defame abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Post or upload any content or data which is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening.
- Post or upload any content that contains computer viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- Post or upload any content or data that violates the rights of others such as data which infringes on any intellectual property rights or violates any right of privacy or publicity or otherwise violates any applicable law.
- Interfere or disrupt networks connected to the Services and not to interfere with another entity's use of similar services.
- Use as your username the email address of another person to the extent that could cause deception or confusion; an email address which violates any trademark right, copyright or other proprietary right; or an email address which OCP deems in its discretion to be vulgar or otherwise offensive.
- Use the user name or password of another user at any time or to disclose your user name and password to any third party.
- Use any false or inaccurate information for purposes of registering as a user of the Site;
- Delete or revise any material or other information of any other user or the Site, or otherwise alter the opinions or comments posted by others on the Site.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Use the Site, the Services or the Materials for any commercial or pecuniary purpose.
- Use the Site in any manner that is harmful to others.
- Attempt to modify, adapt, translate, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site, the Services, or the Materials.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.

- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without OCP's prior written consent.
- Use the Site in a manner that intentionally or unintentionally violates any applicable local, state, national or international law, or in a manner that is inappropriate, harmful or offensive.
- Take any actions that impose an unreasonable or disproportionately large load on our infrastructure or may otherwise harm, disrupt or overburden the Site.

This list of prohibitions provides examples and is not complete or exclusive. OCP reserves the right to (a) terminate access to your account, your ability to post to the Site (or use the Services) and (b) refuse, delete or remove any User Content; with or without cause and with or without notice, for any reason or no reason, or for any action that OCP determines, in its sole discretion, is inappropriate or disruptive to the Site or to any other user of the Site and/or Services. **OCP may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at OCP's discretion, OCP will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.**

Unauthorized use of any Materials or Third Party Content contained on the Site may violate certain laws and regulations. You agree to indemnify and hold OCP and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) OCP or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site or the use of the Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your User Content) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

**11. Proprietary Rights.** Trademarks, names and logos on the Site are the property of their respective owners. Unless otherwise specified in these Terms, all information and screens appearing on the Site, including documents, services, design, text, graphics, logos, images and icons, as well as the arrangement thereof, is the sole property of OCP. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license owner.

**12. Intellectual Property Infringement.** OCP respects the intellectual property rights of others, and we ask you to do the same. OCP may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide OCP's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online Site is covered by a single notification, a representative list of such works at that Site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit OCP to locate the material.
- Information reasonably sufficient to permit OCP to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

OCP's agent for notice of claims of copyright or trademark infringement on the Site can be reached as follows:

Angela Neal, OCP Project Director  
 Oregon Care Partners, LLC  
 11740 SW 68<sup>th</sup> Parkway, Suite 250  
 Portland, Oregon 97223  
 Telephone: 503.403.9315  
 Facsimile: 503.726.5259  
 E-mail: [aneal@oregoncarepartners.com](mailto:aneal@oregoncarepartners.com)

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

**13. Submitting a DMCA Counter-Notification.** We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to OCP designated agent that includes all of the following information:

- your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and



- your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which OCP may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

**14. Termination of Repeat Infringers.** OCP reserves the right, in its sole discretion, to terminate the account or access of any user of our web Site and/or Service who is the subject of repeated DMCA or other infringement notifications.

**15. Disclaimer of Warranties.** Your use of the Site and/or the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by OCP, and they may include inaccuracies or typographical or other errors. OCP does not warrant the accuracy of timeliness of the Materials contained on the Site. OCP has no liability for any errors or omissions in the Materials, whether provided by OCP, our licensors or suppliers or other users.

**OCP, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE SERVICES, OR ANY MATERIALS, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS, ANY USER CONTENT AND ANY THIRD PARTY CONTENT. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION CONTAINED OR PRESENTED ON THE SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. OCP DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.**

**16. Limitation of Liability.** OCP provides a venue for educational training to designated individuals, in coordination with DHS in the following areas:

- a. Geriatric medication management and competency;
- b. Alzheimer's disease and related dementias;
- c. Challenging behaviors in non-dementia populations; and
- d. Specialized training for Public Safety Workforce personnel on Alzheimer's and related dementias.

Furthermore, OCP will market educational training in the areas set forth above and will maintain certification or Continuing Education Units (CEU) information on all training participants as necessary. OCP is not involved in the actual treatment of individuals and not involved in any transaction between care providers and their clients or any one a user of the Site may provide care for. As a result, OCP has no control over caregiver actions, or the quality, safety or decisions of any caregiver using the Site. OCP shall not be responsible for any caregiver's decision, for whatever reason, made by any user of the Site. You acknowledge and agree that you are solely responsible for how training, information and data viewed or acquired from the Site is used in your daily activities. You further acknowledge and agree that you are responsible for evaluating any materials gleaned from the Site and that OCP shall not be responsible for any career, caregiving and treatment decisions you make.

**OCP SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE. IN NO EVENT SHALL OCP BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF OCP KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.**

**OCP's MAXIMUM TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE AND ANY MATERIALS OR SERVICES PROVIDED THEREIN, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL IN NO EVENT EXCEED THE TOTAL AMOUNT YOU HAVE PAID TO OCP WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM FIRST AROSE.**

**17. Local Laws: Export Control.** OCP controls and operates the Site from its headquarters in the State of Oregon, and the Materials provided may not be appropriate or suitable for use in other states. If you use the Site outside the State of Oregon, you are solely responsible for following applicable local laws.

**18. Feedback.** If you send or transmit any communications, comments, questions, suggestions, or related materials to OCP, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and OCP is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that OCP is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## 19. Dispute Resolution and Arbitration; Class Action Waiver.

**Please read this carefully. It affects your rights.**

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at [info@oregoncarepartners.com](mailto:info@oregoncarepartners.com) or calling (800) 930-6851. This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and OCP. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and OCP shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Provision, "OCP" means Oregon Care Partners, LLC and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and OCP regarding any aspect of your relationship with OCP, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as OCP's licensors, suppliers, dealers or third party vendors) whenever you also assert claims against us in the same proceeding.

**WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.**

### Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give OCP an opportunity to resolve the Dispute. You must commence this process by mailing written notification to [aneal@oregoncarepartners.com](mailto:aneal@oregoncarepartners.com). That written notification must include (1) your name, (2) your

address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If OCP does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

#### Exclusions from Arbitration; Right to Opt Out

Notwithstanding the above, you or OCP may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Provision by mailing written notification to OCP, [aneal@oregoncarepartners.com](mailto:aneal@oregoncarepartners.com). Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with OCP through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with OCP. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

#### Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or OCP may initiate arbitration proceedings. The American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site and these Terms may concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award -- The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any

award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration -- you or OCP may initiate arbitration in Portland, Oregon or the federal judicial district that includes your Oregon address. In the event that you select the federal judicial district that includes your Oregon address, OCP may transfer the arbitration to Portland, Oregon in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs -- OCP will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with OCP as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

#### Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and OCP specifically agree to do so following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Site can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.**

#### Jury Waiver

You understand and agree that by entering into this Agreement you and OCP are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and OCP might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). The before mentioned rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

## Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

## Continuation

This Provision shall survive the termination of your relationship with OCP or its affiliates. Notwithstanding any provision in this Agreement to the contrary, we agree that if OCP makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require OCP to adhere to the language in this Provision if a dispute between us arises.

**20. Termination.** OCP may discontinue, suspend or terminate your access to the Site, the Services and/or your account, without notice or liability for any violation of these Terms or for any other use of the Site, the Services or the Materials that OCP, at its sole discretion, deems improper. OCP may also discontinue offering the Site, the Materials or any of the Services, or may modify any portion of the Site, the Materials or the Services at any time with or without notice to you.

**21. General.** OCP prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by OCP, may result in immediate termination of your access to the Site without prior notice to you. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms, the Site will be heard in the courts located in the city of Portland, in the State of Oregon. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. OCP' failure to enforce any term of these Terms shall not be deemed as a waiver of such term. Failure to enforce shall not affect OCP' ability to enforce such term at any point in the future. These Terms are the entire agreement between you and OCP and supersede all prior or contemporaneous negotiations, discussions or agreements between you and OCP about the Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

**22. Contact Us.** If you have any questions about these Terms or otherwise need to contact OCP for any reason, you can reach us at [info@oregoncarepartners.com](mailto:info@oregoncarepartners.com) or call (800) 930-6851.