

Terms of Use

Your agreement for using our website and services

Your use of this website is expressly conditioned on your acceptance of these Terms of Use. If you do not agree with any part of the Terms of Use, you must not use this website. You must be at least 18 years of age to use this website. By using this website, and by agreeing to these Terms of Use, you warrant and represent that you are at least 18 years of age. By agreeing to these Terms of Use and using this website, you are giving up certain legal rights, including the right to bring a claim in court or to participate in a class action, and are agreeing to mandatory binding individual arbitration of any and all claims and disputes, as provided in the "Dispute Resolution (Arbitration Agreement)" section below.

License to use website

Except where otherwise indicated, all materials contained in this website are the copyrighted property of Nova Care Clinic, its affiliated companies and/or third-party licensors. The Nova Care Clinic logo, all other service marks, and the names of various products and services described are service marks of Nova Care Clinic or its affiliates.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

- You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Nova Care Clinic's express written consent.
- You must not use this website to transmit or send unsolicited commercial communications.
- You must not use this website for any purposes related to marketing without Nova Care Clinic's express written consent.

Restricted access

Access to certain areas of this website is restricted. Nova Care Clinic reserves the right to restrict access to certain areas of this website, or indeed this entire website, at Nova Care Clinic's discretion.

If Nova Care Clinic provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept

confidential. In this event, Nova Care Clinic may disable your user ID and password in Nova Care Clinic's sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose. User content excludes all information required for insurance quotes specifically determined in Nova Care Clinic's Privacy Policy.

You grant Nova Care Clinic a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Nova Care Clinic the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Nova Care Clinic or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Nova Care Clinic reserves the right to edit or remove any material submitted to this website, or stored on Nova Care Clinic's servers, or hosted or published upon this website.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Nova Care Clinic makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Nova Care Clinic does not warrant that: this website will be constantly available, or available at all; the information on this website is complete, true, accurate or non-misleading; or the products and services advertised on this website are available at all times.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

By using this website, you understand that Nova Care Clinic is licensed in California. All products and services advertised or referenced in this website are subject to availability from insurance carriers not related to Nova Care Clinic, and rules and regulations of the different states where Nova Care Clinic is licensed.

Dispute Resolution (Arbitration Agreement)

By agreeing to these Terms of Use, you are agreeing that any claim or dispute of any kind, whether in contract, tort, statute or otherwise (including but not limited to any claims and disputes under the Telephone Consumer Protection Act or equivalent statutes, and all disputes regarding the validity, interpretation, and scope of this arbitration provision or the arbitrability of any claim or dispute) that arises out or relates in any way to these Terms of Use, your use of this website, any resulting relationship or transaction with Nova Care Clinic, or any communications you may receive from or on behalf of Nova Care Clinic, is subject to mandatory binding individual arbitration. This includes, but is not limited to, any claims and disputes between you (including your successors and assigns) and Nova Care Clinic, claims against any third party providing any products or services in connection with these Terms of Use or this website, or claims against our successors, assigns, parents, subsidiaries, employees, officers, directors, affiliates, and agents, but excluding any claims strictly for public injunctive relief or claims and disputes that could be brought individually in small claims court under applicable law. The arbitration shall be administered by the American Arbitration Association ("AAA"), resolved in accordance with the Federal Arbitration Act ("FAA"), and governed by Commercial Rules of the American Arbitration Association ("AAA Rules") in effect at the time of the claim or dispute, which are available at www.adr.org. Prior to filing an arbitration claim with AAA, the parties are required to attempt, in good faith, to reach an informal resolution of any dispute for a period of thirty (30) days and must give reasonably prompt notice of any dispute to the other party (Nova Care Clinic may be contacted at Support@nurichgroup.com). If the claim or dispute cannot be resolved informally within this period, then arbitration may, and must promptly, be commenced thereafter and notice of commencement of the arbitration shall be promptly provided to the other party. The arbitrator shall have the sole and exclusive authority to resolve all arbitrability issues, and shall apply applicable substantive law in accordance with the FAA and AAA Rules during the arbitration; provided, however, the arbitrator shall not have the power to conduct a class arbitration or to vary the class action waiver provision of this Arbitration Agreement. The arbitration hearing shall be conducted in the federal district in which you reside, by remote means, or through documentary submissions. BY ENTERING THIS ARBITRATION AGREEMENT, YOU ARE WAIVING THE RIGHTS TO BRING A CLAIM IN COURT, TO A TRIAL BY JURY, OR TO BRING OR PARTICIPATE IN ANY CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. If any portion of this Arbitration Agreement or the Terms of Use is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Terms of Use or this Arbitration Agreement. For the avoidance of doubt, no class action may proceed unless the class action waiver provision or the prohibition against class arbitration of this Agreement is deemed invalid or unenforceable.

Limitations of liability

Nova Care Clinic will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data. These limitations of liability apply even if Nova Care Clinic has been expressly advised of the potential loss.

Disclaimer of warranty

The content and materials in this site are provided "as is" and without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, Nova Care Clinic expressly disclaims all warranties, express or implied, with respect to this site including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Nova Care Clinic does not warrant or represent that the functions or operation of this site will be uninterrupted or error-free, that defects will be corrected, or that this site, its servers or any e-mail sent from Nova Care Clinic are free of viruses or other harmful components.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Nova Care Clinic's liability in respect of any: death or personal injury caused by Nova Care Clinic's negligence; fraud or fraudulent misrepresentation on the part of Nova Care Clinic or matter which it would be illegal or unlawful for Nova Care Clinic to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Nova Care Clinic and undertake to keep Nova Care Clinic indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Nova Care Clinic to a third party in settlement of a claim or dispute on the advice of Nova Care Clinic's legal advisers) incurred or suffered by Nova Care Clinic arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Nova Care Clinic's other rights under these terms and conditions, if you breach these terms and conditions in any way, Nova Care Clinic may take such action as Nova Care Clinic deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Third-party sites

This website contains links to other Internet website ("Third-party Sites") that are not maintained by Nova Care Clinic. These links are provided solely for your convenience. Nova Care Clinic makes no warranties or representations about the content of, any products or services offered by, or the intellectual property compliance of, such Third-party Sites. We recommend that you take the time to read the privacy policies and user agreements of these sites.

Submitted ideas policy

When you submit ideas or materials to Nova Care Clinic ("Submissions"), such as for marketing, advertising, promotions, contests, products, services, devices, processes, trademarks, logos, artwork, music, photos, or videos, you grant to Nova Care Clinic a perpetual, irrevocable, world-wide, royalty-free right and license to use, modify, publish, disclose, or exploit the Submission at Nova Care Clinic's discretion.

Updates

Nova Care Clinic may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Nova Care Clinic may transfer, sub-contract or otherwise deal with Nova Care Clinic's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement / enforceability

These terms and conditions constitute the entire agreement between you and Nova Care Clinic in relation to your use of this website and supersede all previous agreements in respect of your use of this website.

Should any provision of these Terms of Use be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

Privacy policy

Please review our Privacy Policy which also governs your visit to the website. The Privacy Policy can be viewed at <https://www.Novacareusa.com/privacy-policy/>.

Law and jurisdiction

Use of this website shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of laws. Any dispute concerning this site shall be subject to the exclusive venue of a court of competent jurisdiction in Los Angeles, California.

SMS Communications

Nova Care Clinic notifications are intended to provide information on insurance coverage. Messages frequency varies. Message and data rates may apply. You may text STOP at any time to cancel SMS notifications. To resubscribe, text START. For help, you may text HELP or call our Nova Care Clinic Customer Care number at 714-678-9822. Carriers do not guarantee that messages will be delivered and will not be liable for delayed or undelivered messages.