

Traverse Care LLC
Website Terms of Use
Last Modified September 1st , 2023

These Website Terms of Use (these “Terms of Use”) govern your use of the website of Traverse Care LLC, a Pennsylvania limited liability company (“Traverse Care”), the URL for which is traversecare.com (the “Website”). You agree that all references to “you” and “your” in these Terms of Use apply both to you individually and to any entity you may represent in connection with your use of the Website.

These Terms of Use are not intended to apply, and shall not be deemed to apply, to any aspect of the proprietary portal for the management of DOT and NON-DOT drug testing made available by Traverse Care (the “Portal”), which is hosted on the Website, or the provision by Traverse Care to you of any products and/or services that are offered by Traverse Care from time to time via the Portal (collectively, the “Products and Services”), any use of the Portal or any of the Products and Services by you or any third party or any other aspect of the Portal or any of the Products and Services. All matters relating to the Portal and the Products and Services are governed by the Traverse Employee Care Terms of Service, which may be accessed [here](#).

THESE TERMS OF USE INCLUDE IMPORTANT LEGAL PROVISIONS THAT DEFINE ALL RIGHTS AND OBLIGATIONS REGARDING THE WEBSITE, INCLUDING PROVISIONS BY WHICH YOU AGREE TO SUBMIT ALL DISPUTES TO BINDING ARBITRATION, WAIVE YOUR RIGHT TO BRING A CLASS ACTION AND WAIVE YOUR RIGHT TO A JURY TRIAL. PLEASE CAREFULLY READ THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN, PRIOR TO USING THE WEBSITE. YOUR USE OF THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE.

1. Right to Amend. You acknowledge and agree that Traverse Care may amend these Terms of Use, including any policy incorporated herein, at any time and from time to time, without notice to you. Following any such amendment, these Terms of Use, as so amended, shall govern any subsequent use by you of the Website.

2. Privacy Policy; Information Collection.

(a) Your use of the Website is subject to the terms of the Traverse Care [privacy policy](#) (the “Privacy Policy”), which is hereby incorporated into and made a part of these Terms of Use. In the event of a conflict between any provision of these Terms of Use and the Privacy Policy, the provisions of the Privacy Policy shall control.

(b) You acknowledge and agree that Traverse Care may collect information about your use of the Website for various purposes, including to improve the Website and/or to protect the security of the Website and other users thereof. All such information collected by Traverse Care shall be governed by the Privacy Policy.

3. Your Representations and Warranties. By using the Website, you are representing and warranting to Traverse Care, on a continuing basis, that: (a) you are at least 18 years old; (b) you have the legal capacity and authority to enter into and comply with these Terms of Use; and (c) all information that you may provide to Traverse Care in connection with your use of the Website, including in connection with the submission of any User Feedback (as defined in Section 7), is and shall remain accurate in all respects.

4. General Rules Regarding Use of Website. As a condition to using the Website, you hereby agree to comply with all applicable local, state, national, provincial and international laws, treaties and regulations in connection with such use. You further agree not to do any of the following: (a) gain or attempt to gain unauthorized access to the Website (including any restricted sections thereof) or any related system or network, including by

impersonating any other individual or entity or by creating a false identity or account; (b) establish a link to the Website in such a way as to suggest to any third party any form of association, approval or endorsement on the part of Traverse Care; (c) falsely imply any sponsorship or other relationship with Traverse Care; (d) use the Website in any unlawful manner, including, without limitation, (i) in violation of any person's privacy rights, (ii) to abuse, harass or defame any individual or entity, (iii) to transmit or send unsolicited communications, or (iv) to post, transmit, send, upload, link to or store any content that infringes upon any third party's intellectual property rights; (e) use the Website to post, transmit, send, upload, link to or store any content that is unlawful, abusive, obscene, hateful, racist or discriminatory; (f) use the Website to post, transmit, send, upload, link to or store any viruses, cancel bots, malware, Trojan horses, time bombs or any other harmful software or any tracking cookies; (g) use the Website in any manner that interferes with or disrupts the integrity or performance of the Website or any related system or network or attempt to damage or interfere with any of the foregoing by any method, including, without limitation, flood pings, denial of service attacks, packet or IP spoofing, forged routing or other information or similar methods or technology; (h) attempt to decipher, decompile, reverse-engineer, disassemble, reproduce or copy or otherwise access or discover the source code or underlying program of any software used in or in connection with the Website; (i) copy, display, distribute, create derivative works from or misappropriate or misuse in any manner the Website or any of the contents thereof; (j) use or try to use the Website in violation of these Terms of Use; or (k) assist any third party in any of the foregoing.

5. Intellectual Property Rights of Traverse Care. Traverse Care retains the exclusive right, title and interest in and to all intellectual property, including, without limitation, all patents, inventions, copyrights, trademarks, trade names, service marks, trade dress, domain names, trade secrets, knowhow, and all other intellectual property and/or proprietary rights, in or relating to the Website and the contents and components thereof. All such intellectual property and such intellectual property and/or proprietary rights are protected by applicable law, including, without limitation, applicable copyright laws and treaties throughout the world. You hereby acknowledge and agree that you are not permitted to reproduce in any manner the Website or any contents or components thereof, prepare derivative works from the Website or any contents or components thereof or use the Website or any contents or components thereof for any purpose other than as expressly permitted by these Terms of Use.

6. Trademarks, Service Marks, Logos, etc. The Traverse Care trademarks, service marks, graphics, logos and slogans used on, in or in connection with the Website are the exclusive property of Traverse Care and may not be copied, imitated or used, in whole or in part, without the express prior written permission of Traverse Care. You may not use any metatags or any other "hidden text" utilizing the name "Traverse Care," "Traverse Portal" or "Traverse Employee Care," or any other name, trademark, service mark or product or service name of Traverse Care, without the express prior written permission of Traverse Care. The look and feel of the Website, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark and/or trade dress of Traverse Care and may not be copied, imitated or used, in whole or in part, without the prior written permission of Traverse Care. Other trademarks, service marks, trade names, product and service names and company names and logos used on, in or in connection with the Website are the property of their respective owners.

7. User Feedback. You may be requested or permitted to provide recommendations, reviews or other similar feedback on the Website (collectively, "User Feedback"). You represent and warrant to Traverse Care that any User Feedback you submit to Traverse Care will be accurate, will comply with all applicable laws and regulations and will not violate any intellectual property or other rights of any third parties. By providing any User Feedback to Traverse Care, you thereby grant to Traverse Care and the other members of the Traverse Care Group (as defined in Section 9(b)) an irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable license to incorporate such User Feedback into the Website and/or any services provided by Traverse Care and/or to reproduce, display, publicize and otherwise use such User Feedback for any purpose deemed reasonable by Traverse Care. In the event any User Feedback you submit is in the form of a review or endorsement of Traverse Care, the Website and/or any services provided by Traverse Care, such license shall include the right to publish such

User Feedback on the Website and/or in any promotional materials of Traverse Care and the other members of the Traverse Care Group and to use your name in connection therewith. You hereby agree that, by submitting any User Feedback, you irrevocably and fully waive any and all moral rights, privacy rights, rights of publicity and any other similar rights you may have in and to such User Feedback.

8. Reservation of Rights by Traverse Care. Traverse Care reserves the right at any time, in its sole discretion, to change, suspend, remove or disable access to, or to impose limits on the use of or access to, the Website or any feature or part thereof, with or without notice to you, all without any liability to you. Traverse Care is not responsible for typographical errors on the Website.

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY. CERTAIN JURISDICTIONS MAY PROHIBIT OR LIMIT THE APPLICATION OF CERTAIN OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9, WITH THE RESULT THAT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY IN THEIR ENTIRETY TO ALL WEBSITE USERS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL THE FOLLOWING DISCLAIMERS AND LIMITATIONS OF LIABILITY:

(A) TRAVERSE CARE PROVIDES THE WEBSITE ON AN "ASIS" AND "ASAVAILABLE" BASIS. TRAVERSE CARE DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, THE USE THEREOF OR THE INFORMATION CONTAINED THEREIN (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; (III) WILL MEET YOUR REQUIREMENTS; OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE USED BY YOU.

(B) TRAVERSE CARE MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE WEBSITE AND, ON BEHALF OF ITSELF AND ITS AFFILIATES AND THEIR RESPECTIVE EQUITY OWNERS OR HOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "TRAVERSE CARE GROUP"), HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WEBSITE.

(C) NEITHER TRAVERSE CARE NOR ANY OTHER MEMBER OF THE TRAVERSE CARE GROUP SHALL BE LIABLE FOR ANY CLAIMS, DAMAGES OR LOSSES ARISING FROM ANY USE (INCLUDING USE OF THE RESULTS THEREOF), MISUSE OR RELIANCE ON THE WEBSITE, OR FROM ANY INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEBSITE DUE TO ANY SYSTEM OR SOFTWARE FAILURE, NETWORK ATTACK, OTHER TECHNICAL ISSUES OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

(D) TRAVERSE CARE, ON BEHALF OF ITSELF AND THE OTHER MEMBERS OF THE TRAVERSE CARE GROUP, HEREBY DISCLAIMS ALL RESPONSIBILITY FOR ALL USER FEEDBACK THAT MAY BE INCLUDED ON THE WEBSITE OR IN ANY PROMOTIONAL MATERIALS OF TRAVERSE CARE AND FOR ALL OTHER THIRD-PARTY CONTENT AND THIRD-PARTY LINKS THAT MAY BE INCLUDED ON THE WEBSITE OR IN ANY PROMOTIONAL MATERIALS OF TRAVERSE CARE.

(E) IN NO EVENT, AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL TRAVERSE CARE OR ANY OTHER MEMBER OF THE TRAVERSE CARE GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUES, GOODWILL, REPUTATION, BUSINESS OR OPPORTUNITIES AND/OR DELAY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, EVEN IF TRAVERSE CARE OR ANY OTHER MEMBER OF THE TRAVERSE CARE GROUP WAS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Cap on Damages.** To the fullest extent permitted by applicable law, the aggregate, cumulative liability of Traverse Care and the other members of the Traverse Care Group to you with respect to all claims you may have at any time and from time to time against Traverse Care and the other members of the Traverse Care Group arising out of or in connection with the Website (including, without limitation, your use, inability to use or results of use of the Website) and/or under these Terms of Use shall not exceed \$100.00. The foregoing limitation of liability reflects an informed, voluntary allocation between you and Traverse Care of the risks (known and unknown) that may exist in connection with the Website and these Terms of Use.

11. **Indemnification.** To the fullest extent permitted by applicable law, you hereby agree to indemnify, defend and hold Traverse Care and the other members of the Traverse Care Group harmless from and against, and to promptly reimburse Traverse Care and the other members of the Traverse Care Group for, any and all claims, investigations, liabilities, actions, demands, losses, damages, penalties, fines and other costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees, investigation costs, remediation costs and settlement costs) incurred by any of them arising out of or relating to (a) your use of the Website; (b) breach of any representation and warranty made by you to Traverse Care; (c) any violation of these Terms of Use by you; (d) your actual or alleged violation of any applicable law or regulation; (e) your actual or alleged violation of any intellectual property or other rights of Traverse Care or any third party; (f) any inaccuracy or incompleteness of any information provided by or on behalf of you to Traverse Care; and/or (g) any User Feedback or other content or information that you submit to Traverse Care.

12. **No Waiver.** No delay or failure on the part of Traverse Care in exercising any legal right or remedy it may have against you shall be deemed to constitute a waiver of such right or remedy. In addition, no partial exercise by Traverse Care of any legal right or remedy it may have against you shall preclude the further exercise by Traverse Care of such right or remedy or its exercise of any other right or remedy it may have against you.

13. **Force Majeure.** You expressly acknowledge and agree that Traverse Care will not be liable to you under any legal theory for any failure to perform or delay in performing any obligation to you, whether under these Terms of Use or otherwise, which failure or delay is caused directly or indirectly by a force majeure event, including, without limitation, any act of God, accident, fire, strike or other labor dispute, riot, insurrection, war, epidemic or pandemic, governmental action or refusal to act, telecommunications or power failure, failure or unavailability of any software, hardware, data or network, any exchange or market ruling or any other cause beyond the reasonable control of Traverse Care.

14. **Governing Law.** Any controversy or claim arising out of or relating in any way to (a) the Website; (b) these Terms of Use, including the interpretation or enforcement hereof; (c) any alleged breach of or default under any provision of these Terms of Use or any misrepresentation made in connection with the Website or these Terms of Use; or (d) any communication or other interaction between you and Traverse Care or any other member of the Traverse Care Group with respect to the Website or these Terms of Use shall be governed by Pennsylvania law, without regard to its conflicts of law provisions. Notwithstanding the foregoing, those provisions of Section 15 relating to arbitration of Disputes (as defined in Section 15(a)) shall be governed by and interpreted in accordance with the Federal Arbitration Act.

15. Resolution of Disputes; Agreement to Arbitrate; Class Action Waiver; Waiver of Right to Jury Trial. These Terms of Use contain a legally binding, individual arbitration agreement and class action waiver. This means that any claim must be arbitrated on an individual basis pursuant to the terms set forth below, that claims of different persons cannot be combined or aggregated, and that you are waiving your right to file a lawsuit in court and to have a jury decide any Dispute. Please read all the provision of this Section 15 carefully and consult a legal advisor if you have any questions.

(a) Except as may be prohibited by applicable law, and except as provided in Section 16 (Equitable Relief) and Section 19 (Severability), any controversy or claim arising out of or relating in any way to the Website and/or these Terms of Use, including the interpretation or enforcement hereof, or because of an alleged breach of or default under any provision of these Terms of Use or any alleged misrepresentation made in connection with the Website or these Terms of Use, or arising out of or relating in any way to any communication or other interaction between you and Traverse Care or any other member of the Traverse Care Group with respect to or in connection with the Website and/or these Terms of Use (each, a "Dispute"), shall be submitted to final and binding individual arbitration in accordance with the following provisions in order to establish and gain the benefits of a speedy, impartial and cost-effective dispute resolution procedure.

(b) Except as may be prohibited by applicable law, and except as provided in Section 16 and Section 19, any Dispute shall be settled by arbitration administered by JAMS pursuant to its applicable rules (the "JAMS Rules") before a single neutral arbitrator (the "Arbitrator") in Allegheny County, Pennsylvania. Notwithstanding the foregoing, if required by the JAMS Rules, or if the Arbitrator concludes that it would be a financial or other hardship for you to participate in an arbitration in Allegheny County, Pennsylvania, the Arbitrator shall have the authority to permit you to attend via telephone, videoconference, Skype, Zoom, Facetime or similar virtual participation.

(c) To the fullest extent permitted by applicable law, and notwithstanding anything else in these Terms of Use, you agree that any Dispute that is submitted to the Arbitrator shall be decided on an individual basis and not on a class, collective or representative basis. You further acknowledge and agree that the Arbitrator shall not have the authority or jurisdiction to hear the arbitration as a class, collective or representative action or to join or consolidate causes of action of different parties into one proceeding.

(d) The Arbitrator may award any form of remedy or relief (including injunctive relief and specific performance) that otherwise would be available in court. Any award pursuant to the arbitration shall be accompanied by a written opinion of the Arbitrator setting forth the reason(s) for the award. The award rendered by the Arbitrator shall be conclusive and binding upon you and Traverse Care (and/or the other member(s) of the Traverse Care Group), and judgment upon the award may be entered, and enforcement may be sought, in any court of competent jurisdiction.

(e) Subject to the JAMS Rules and the provisions of Section 17 (Prevailing Party), the arbitration fees, together with other expenses of the arbitration incurred or approved by the Arbitrator, shall be divided equally between you and Traverse Care.

(f) YOU UNDERSTAND THAT, ABSENT THESE TERMS OF USE, EACH OF YOU AND THE MEMBERS OF THE TRAVERSE CARE GROUP WOULD HAVE THE RIGHT TO SUE THE OTHER IN COURT AND TO HAVE ANY DISPUTE DECIDED PURSUANT TO A JURY TRIAL, BUT, BY THESE TERMS OF USE, YOU ARE GIVING UP THAT RIGHT AND AGREEING TO RESOLVE BY ARBITRATION ANY AND ALL DISPUTES.

(g) You and Traverse Care hereby agree to treat as strictly confidential all information concerning any arbitration proceeding, including the pleadings, the hearing and any arbitration award, except as (i) may be necessary to prepare for or conduct the arbitration hearing on the merits; (ii) may be necessary in connection with a court application for a preliminary remedy, confirmation and enforcement proceedings or a judicial challenge to an arbitration award or its enforcement; or (iii) otherwise required by applicable law or judicial decision. You and Traverse Care hereby agree that breach of this confidentiality provision would irreparably harm the nonbreaching party, and further agree that any such breach shall entitle the non-breaching party to seek injunctive relief and/or compensatory damages for the breach (without the necessity of posting a bond or other security).

(h) You may elect to opt out and exclude yourself from the final, binding arbitration procedure and class action waiver specified in this Section 15 by sending to Traverse Care LLC, Attn: Arbitration Opt-Out Notices, 48 Donley Street, Suite 505, Morgantown, WV 26501, for postmarking within 15 days after your first visit to the Website, a letter stating (i) your name; (ii) your mailing address; and (iii) your request to be excluded from the final, binding arbitration procedure and class action waiver. You are not required to send the letter by registered or certified mail, return receipt requested, but it is recommended that you do so. Your request to be excluded will only be effective and enforceable if you are able to prove that the request was postmarked within the 15day deadline. In the event of an effective exclusion request by you, all other provisions of these Terms of Use shall continue to apply.

16. Equitable Relief. Notwithstanding the provisions of Section 15, you agree that Traverse Care and the other members of the Traverse Care Group shall have the right to seek injunctive or other equitable relief in the Pennsylvania state courts sitting in Allegheny County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to enforce these Terms of Use, to prevent unauthorized disclosure or use of any confidential information of Traverse Care or any other member of the Traverse Care Group and/or to prevent infringement of any intellectual property or other rights of Traverse Care, any other member of the Traverse Care Group or any third party, without being required to post a bond or other security or to prove actual damages. In the event Traverse Care or any other member of the Traverse Care Group seeks such equitable relief in any such court, you hereby irrevocably submit to the personal jurisdiction of such court and waive all objections to such jurisdiction.

17. Prevailing Party. In the event of any Dispute, and whether such Dispute is resolved via arbitration, litigation or otherwise, the prevailing party (as that term is commonly defined by the prevailing common and/or statutory law in the applicable jurisdiction) shall be entitled to recover its costs of suit, which costs shall include, without limitation, all reasonable attorneys' fees and expenses incurred by the prevailing party in connection with such Dispute. In the event a party to any Dispute fails to proceed with arbitration, unsuccessfully challenges any arbitration award or fails to comply with any arbitration award, the other party shall be entitled to recover its costs of enforcement, including, without limitation, reasonable attorneys' fees and expenses incurred in having to compel arbitration or to defend or enforce the arbitration award.

18. Time Limit to File Claims. You expressly agree that, except where applicable law prescribes a shorter applicable statute of limitations or prohibits shortening the otherwise-applicable longer statute of limitations, you must file any claim or legal action of any kind arising in connection with or relating in any way to (a) the Website or any communication or other interaction between you and Traverse Care or any other member of the Traverse Care Group relating thereto; (b) these Terms of Use; and/or (c) any act (or failure to act) on the part of Traverse Care or any other member of the Traverse Care Group or you in connection with any of the foregoing within, in each such case, one year after the event, circumstances or other facts giving rise to such claim or legal action. Notwithstanding the foregoing, if the law in the applicable jurisdiction has a "discovery rule," whereby accrual of a claim is deferred, which is applicable to one or more claims, then the oneyear (or shorter, if applicable) limitation period specified in this Section 18 shall begin running from the date of accrual of such claim or claims as determined by the law of the applicable jurisdiction. If this Section 18 is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it nevertheless shall remain fully enforceable as to all other claims.

19. Severability.

(a) With the exception of the class action waiver in Section 15(c), which is essential to the agreement to arbitrate, if, in connection with any Dispute, any provision of these Terms of Use is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity,

illegality or unenforceability, or, if that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed from these Terms of Use as applied to such Dispute, and the remaining provisions of these Terms of Use shall remain in effect with respect to such Dispute.

(b) If, in connection with any Dispute, the class action waiver in Section 15(c) is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable, and such court or arbitrator determines that a valid class exists, then the entirety of the dispute resolution procedures specified in Section 15 shall be void and of no force and effect with respect to such Dispute.

20. Survival. All provisions of these Terms of Use shall survive any removal or other discontinuation of the Website until the expiration of the last-applicable statute of limitations.

21. Assignment. You are not permitted to assign these Terms of Use or assign any of your rights or delegate any of your obligations hereunder, whether voluntarily or involuntarily, and any such assignment or delegation shall be void and of no force or effect. Traverse Care has the unlimited right to assign these Terms of Use and/or any or all of its rights and obligations hereunder. These Terms of Use shall be binding upon and inure to the benefit of you and your successors and shall be binding upon and inure to the benefit of Traverse Care and its successors and assigns.

22. No Relationship with Traverse Care. Your use of the Website does not establish any relationship between Traverse Care and you, including, without limitation, that of agent and principal, employer and employee, franchisor and franchisee, joint venturers or partners.

23. Further Assurances. You agree to execute and deliver such other documents and take such other actions as Traverse Care may reasonably request as required for you to fully perform your obligations under these Terms of Use and/or to enable Traverse Care to fully exercise its rights and remedies hereunder.

24. Third-Party Beneficiaries. The members of the Traverse Care Group are intended third-party beneficiaries of the disclaimer, limitation of liability, indemnification, dispute resolution, equitable relief and claim time limit provisions of these Terms of Use.

25. Construction. The rule of construction that ambiguities in a contract are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of these Terms of Use.

26. Headings. The headings of the sections of these Terms of Use are inserted solely for convenience of reference. They are not intended to and shall not define, limit, extend or aid in the construction of the scope, extent or intent of these Terms of Use in any way.

27. Reservation of Rights. Any rights not expressly granted to you by the foregoing provisions of these Terms of Use are reserved to Traverse Care.

28. Entire Agreement. These Terms of Use, including the Privacy Policy incorporated by reference herein, constitute the entire agreement between Traverse Care and you with respect to the subject matter hereof and supersede any and all prior or contemporaneous agreements and understandings, whether written or oral, between Traverse Care and you with respect to such subject matter.