# GO-CORT, INC. WEBSITE TERMS OF USE AGREEMENT

**1. Acceptance.**

1.1. The Apptoto® website and related products and information ("Website") that Go-Cort, Inc., an Oregon corporation dba Apptoto (referred to as "Company," "us," "we," or "our") provides to you are subject to these Terms of Use, as they may be amended from time-to-time ("Terms"), and our Privacy Policy, available here: http://apptoto.com/privacy. By accessing our Website, you agree to all terms and conditions in these Terms and our Privacy Policy. If you subscribe to, install, retrieve, or otherwise access the Company's Apptoto® appointment scheduling software program or application (whether SaaS or otherwise) (the "Software), you also agree to the Apptoto® End User License Agreement (the "EULA" and together with these Terms and the Privacy Policy, this "Agreement"). If you do not use the Software, "Agreement" as used herein means, collectively, these Terms and the Privacy Policy. The term "Services" as used herein means the Website and the Software.

**2. Changes to the Terms.**

2.1. We reserve the right to change these Terms at any time, in our sole discretion, and encourage you to review these terms from time to time. If we change these Terms, we will post an updated version with a new effective date. By continuing to access or use our Website after the updated Terms are posted, you agree to abide by the updated Terms. In the event that you do not consent and agree to the updated Terms, you must discontinue use of our Services. If we update the EULA, you will be required to agree to the updated terms prior to accessing or using the Software.

**3. Limitations on Use.**

3.1. While using the Services, you may not perform actions that could interfere with or otherwise adversely affect the proper functioning of the Services or other users. You agree not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein. Without limiting the generality of the foregoing, you may not: (a) use any robot, spider, scraper, or other automated means to access or use our Services for any purpose without prior express written permission from Company; (b) take any action that imposes, or may impose, in Company's sole discretion, an unreasonable or disproportionately large load on Company's infrastructure; (c) bypass any measures Company may use to prevent or restrict access to the Services; or (d) use the Services to send altered, deceptive, or falsely-sourced information, including, without limitation, by forging TCP-IP packet headers or email headers.

3.2. Company has the right, in its sole discretion, to change, modify, or discontinue any page, feature, or other component or element of any Service or Company Content (as defined below) at any time and for any reason, with or without prior notice to you. Company reserves the rights to restrict your access to some or all of the Website at any time for any reason with or without prior notice to you. Company may restrict or terminate your access to the Software as provided in the EULA.

3.3. You must be of legal age for contractual consent or older to use the Website and/or the other Services. Access or use by anyone under the age of thirteen (13) is strictly prohibited. If you are establishing a user account for the purpose of using or accessing our Services on behalf of a company, organization, or entity, you are agreeing to these Terms on their behalf. You are solely responsible for your compliance and your company's compliance with applicable law.

3.4. You may not register for any account or trial, or access or use the Services, for the purpose of (a) performing competitive analysis on behalf of a Competitor, or (b) designing, developing, marketing, or improving any product or service that competes with the Services. You may not permit any user of your account, or any third party acting on your behalf, to do any of the foregoing. You may not use non-public information obtained through your access to the Services for either of the purposes described in this Section 3.4.

Except as permitted by Section 3.6, you may not reproduce, distribute, or publish screenshots, screen recordings, or Company Content for the purposes described in this Section 3.4.

Nothing in this Section 3.4 restricts your use of information that is publicly available or that you obtained independently of your access to the Services, or limits any disclosure required by law, regulation, or valid legal process.

For purposes of these Terms, "Competitor" means any person or entity that offers, or is actively developing, a product or service that is substantially similar to or competitive with the Services, including appointment reminder, appointment scheduling, appointment management, and client messaging products, together with any person or entity acting on behalf of such person or entity. "Competitor" does not include (i) a customer or prospective customer evaluating the Services in good faith for use in its own

business; (ii) an integration, reseller, or channel partner operating under a written agreement with Company; (iii) a person or entity evaluating Company under a written non-disclosure agreement for financing, acquisition, or diligence purposes; or (iv) a consultant or advisor evaluating the Services on behalf of a customer or prospective customer for that party's own purchasing decision.

3.5. You may not conduct, and may not permit any user of your account or any third party to conduct, any benchmark, performance, availability, or comparative evaluation of the Services with the intent to publish or otherwise disclose the results, and you may not publish or disclose the results of any such evaluation, without Company's prior written consent. Company will not unreasonably withhold consent where the evaluation (i) uses a fully disclosed, reproducible methodology applied identically to each product evaluated, (ii) is conducted on a current, correctly configured version of the Services, and (iii) will be published in full, including results unfavorable to the party conducting the evaluation. Requests for consent may be sent to support@apptoto.com.

3.6. Notwithstanding Sections 3.4 and 3.5, nothing in these Terms limits your right to publish a good-faith written, oral, or pictorial review or performance assessment of your own experience with the Services, and no provision of these Terms shall be construed to restrict any communication protected by the Consumer Review Fairness Act, 15 U.S.C. § 45b, or any analogous state law. Any provision of these Terms that would be prohibited by that Act is void only to that extent, and the remainder of these Terms remains in full force.

**4. Security and Interference.**

4.1. You may not use the Services to violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of any network, electronic service, or other system that is accessible through, or in connection with, the Services. You shall not use the Services in a manner that interferes with any other party's ability to use and enjoy the Services, that interferes with Apptoto's or its service partners' ability to provide the Services, or that otherwise may create legal liability for Apptoto or its service partners in Apptoto's sole discretion. You shall not use the Services to violate the acceptable use policy or terms of service of any other service provider, including, without limitation, any Internet service provider. Without limiting the foregoing, you shall not use the Services for, or in connection with, the following:

- Hacking, cracking into, or otherwise using the non-public areas of the Services or any other system without authorization.
- Unauthorized probes or port scans for vulnerabilities.
- Unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any system.
- Web crawling which is not restricted to a rate so as not to impair or otherwise disrupt the servers being crawled.
- Unauthorized network monitoring or packet capture.
- Forged or non-standard protocol headers, such as altering source addresses.
- Flooding.
- Denial of Service (DoS) attacks of any kind.
- Distributing unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.
- Operating network services such as: open proxies; open mail relays; or open, recursive domain name servers.
- Sharing or publishing content from the Services to cause, or have the consequence of causing, the user of the content to be in violation of the Terms and this Policy.
- Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

**5. Spam.**

5.1. You shall not use the Services, automated or manual, for purposes of distributing text messaging "spam," bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients with which you have no pre-existing business or personal relationship. You shall not use the Services to collect responses from spam. You shall not harvest, collect, gather or assemble information or data of users, including e-mail addresses, without their consent. You are solely responsible for obtaining all necessary and appropriate rights, licenses and consents from those person(s) and entity(ies) with whom you message or otherwise communicate with via the Services, prior to commencing any such messaging or communication. Additionally, you shall not use the Services to send unwanted messages to individuals who have asked to stop receiving messages through any medium. To the extent required by Applicable Law, you must track and record all such requests specific to your business. You must also provide recipients of those SMS messages you send via the Services with conspicuous notice

of their ability to opt-out from receiving any future text messages, by texting STOP in a stand-alone message with no additional characters or punctuation. Without limiting the foregoing, you shall not use the Services for, or in connection with, the following.

- Sending pyramid schemes.
- Sending chain letters.
- Sending any mail in contravention of Applicable Law.
- Altering or obscuring mail headers or assuming the identity of a sender without the explicit permission of that sender.
- Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

**6. International Users.**

6.1. The Services are controlled, operated and administered by us from within the United States. We make no representation that the Website is available for access or use at other locations outside the U.S. However, any access or use from outside the U.S. is still subject to this Agreement. Access to the Services is expressly prohibited from territories where this site or any portion thereof is illegal. You agree not to access or use any information or materials on the Services in violation of U.S. export laws and regulations, or in violation of any laws or regulations in the country from which you are accessing the Services.

**7. User Content.**

7.1. Our Website may provide the functional ability to post, submit, display, communicate, broadcast, or otherwise distribute comments, images, photographs, video clips, graphics, external links, location data, protectable records or other materials ("User Content"). On the other hand, our Software allows users to upload client and patient information, appointment details, and other information, and to distribute text, data, and other sensitive information by email, text, and other electronic means. Go-Cort's use of such patient and client data is specifically excluded from "User Content" and is governed by the EULA.

7.2. You hereby grant Company a non-exclusive, irrevocable, worldwide, perpetual, royalty-free, fully paid, sublicensable and transferable right and license to use, reproduce, transmit, broadcast, display, exhibit, distribute, index, comment on, modify, or otherwise exploit User Content, in whole or in part, in any format or manner and for any purpose, whether now known or hereafter devised or invented without further notice to you, with or without attribution. We reserve the right to remove or modify User Content from our Website for any reason. IF YOU DO NOT WANT TO PROVIDE COMPANY WITH SUCH RIGHTS, DO NOT SUBMIT USER CONTENT.

7.3. By submitting User Content (by email or via our Website), you represent and warrant that: (a) you own or otherwise have all of the necessary rights to the User Content, and the rights to use it as provided in the Terms; (b) all information you provide is true, accurate, complete, and does not violate the Terms; and (c) the User Content will not cause injury or damage to any person or entity. You shall be solely liable and responsible for any and all damages resulting from any infringement of patent, copyright, trademark, or other proprietary right or other harm resulting from your User Content.

7.4. We will use reasonable efforts to make your User Content unavailable or inaccessible on your written request. However, you acknowledge that the User Content may not be made unavailable immediately, even if removed and User Content may still exist on our server or through other user accounts or on the internet, generally.

**8. Rules of Conduct.**

8.1. You agree that you will not use our Services to send unwanted messages (email, text, or otherwise) to third-parties. You further agree that you will not:

- tamper with, impair, or damage the Services or any related network, or otherwise interferes with any other user's enjoyment or use of the Services;
- upload or submit information to us that contains protected data without permission or authority;
- use our Services to send encrypted content or encoded messages;
- use our Services to send messages in violation of the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, Canada's Anti-Spam Law (CASL), or any related regulation in the recipient's jurisdiction or location, or any messages classified as SPAM aforementioned in section 5;
- impersonate or misrepresent your connection to another entity, person, or user, or otherwise manipulate headers or identifiers to disguise the origin of the content;
- interfere with, or otherwise harm or violate the security of the Services or any system, resource, account, password, servers, or network connected to or accessible through the Services or

affiliated or linked sites;

- infringe any of Company's rights or those of a third party including, without limitation: copyright, trademark, patent, trade secret, or other proprietary rights or contractual rights, right of publicity or privacy, or confidentiality obligation;
- use our Services to promote any activity that may be illegal at the local, state or federal level or that is content that is itself illegal in any way;
- use our Service to distribute information that is untrue, inaccurate, deliberately misleading, or trade libelous;
- use our Services to distribute offensive language, hate speech, or defamatory, abusive, threatening, or harassing speech, racial, religious, or personal attacks or any kind;
- use our Services in a manner that constitutes stalking, bullying, or harassment;
- fail to disclose that you are a Commercial User;
- use our Services to distribute link(s) to other site(s) that contain content that falls into the categories above.

8.2. Remember, if you use our Software, you will also be subject to the terms of the EULA.

8.3. We cannot (and do not) promise that other users are complying or will comply with these Rules of Conduct or any other provisions in these Terms. As between you and Company, you hereby assume all risk of injury or harm of any nature whatsoever resulting from any such lack of compliance or use of our Services.

**9. User Accounts.**

9.1. Our Software requires that you create a user account. Your user account is personal to you, and you may not sublicense, transfer, sell or assign your account to any other person. Your user account may not be used by multiple business entities without express written consent by Apptoto. In order to open an account you must complete the registration process by providing Company with current, complete and accurate information as prompted by the applicable registration form. You must not impersonate any person or misrepresent your identity or affiliation with any person or entity, including any other person's name, likeness, username or other account information.

9.2. As part of this process, you also will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password, username and other account information. Furthermore, you are entirely responsible for any and all activities that occur under your account, including if you authorize another user to manage your user account on your behalf. If you become aware of any unauthorized use of your account or any other breach of security, you agree to notify us immediately. Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. If Company or a third party incurs losses due to someone else using your account or password, you could be held liable for those losses.

9.3. Subject to applicable law (and the EULA, as applicable), we may suspend or terminate your account and your ability to use any portion of our Services for failure to comply with the Agreement or for any other reason whatsoever.

**10. Third Parties.**

10.1. While using our Services, you may be introduced to, or be able to access, information, websites, advertisements, or features by other parties. These links are provided solely as a convenience to you and do not imply our endorsement of, or any affiliation with, the owner of the linked website. Company is not responsible for the actions or policies of such third parties and, under no circumstances, will Company be liable for any goods, services, resources or content available through third-party dealings or communications, or for any harm related thereto. Before clicking on the third party's webpage, providing information to such third party or otherwise entering into a transaction with such third party, you should carefully review that third party's policies and practices and make sure you are comfortable with them. Complaints, concerns or questions relating to materials provided by third parties should be forwarded directly to the third party.

**11. Company's Obligation.**

11.1. Company has no responsibility or obligation to provide you access to the Website. Company reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Website or any part thereof, or your access thereto (including suspending or disabling your user account), with or without notice. You acknowledge and agree that Company shall not be liable to you for any modification, suspension or discontinuance of the Website, or your access thereto. Your use of and access to the Software is also subject to the terms and conditions contained in the EULA. Further, Company shall not be liable to you for any loss or liability resulting, directly or indirectly, due to electronic

or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, acts of terrorism, or to other like causes.

**12. Intellectual Property Rights.**

12.1. Our Services, including without limitation, all software code, site architecture and design, interactive features and appearance, all registered and unregistered trademarks, design marks or logos, service marks, and trade names used in connection with our Services ("Marks"), and all text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, and other copyrightable elements, and the selection and arrangements thereof ("Company Content") are the property of Company and/or its assigns, licensors or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright, trademark and other intellectual property rights laws. You may not make any use of the Marks without our express, prior written consent.

12.2. Subject to these Terms, Company hereby grants you a limited, non-exclusive, non-transferrable, non sublicensable, revocable license to download, store, view, display, and/or redistribute the Company Content solely for noncommercial purposes and solely in connection with your use of our Services in accordance with these Terms. Without limiting the foregoing, you agree not to: (a) sell, resell, lease or the functional equivalent, the Services or any Company Content to a third party; (b) attempt to reverse engineer the Services or any component thereof; (c) attempt to create a substitute or similar service through the use of, or access to, the Services or the Company Content; ( d) attempt to create materials similar to the Company Content other than in connection with your use of the Services; or (e) reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate any Company Content or User Content to any third party other than through use of the Services. YOU ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TERMS SHALL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS OR OTHER PROPRIETARY RIGHTS IN THE SERVICES OR COMPANY CONTENT OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY. You agree not to take any action which could be considered inconsistent with or which is likely in any way to prejudice such ownership rights.

12.3. Our Services may be subject to the following licenses: https://opensource.org/license/MIT

**13. Choice of Law; Jurisdiction; Waiver of Jury Trial.**

13.1. The laws of the State of Oregon, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern these Terms. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of Services must be instituted within six (6) months from the date upon which such claim or cause arose or was accrued. In the event of any controversy between the parties relating to the Terms, the parties will provide formal notice to the other and will attempt to resolve all disputes informally. Any disputes that are not resolved will be submitted to binding arbitration pursuant to the Oregon Uniform Arbitration Act. Arbitration procedures shall be pursuant to the Oregon Rules of Civil Procedure. The parties will agree on a single arbitrator and, if the parties cannot agree, will petition the court pursuant to ORS 36.600 et seq. The parties expressly waive any right to a trial by jury or class treatment of any claim, demand, or action arising out of or related to the Terms. On the application of either party, the award in the arbitration may be enforced by the order of a court of competent jurisdiction. All arbitration proceedings shall be held exclusively within Deschutes County, Oregon.

**14. Warranty Disclaimer**

14.1. YOUR USE OF THE SERVICES AND THE COMPANY CONTENT IS AT YOUR OWN RISK. THE SERVICES AND THE COMPANY CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES REGARDING: (a) THE SERVICES; (b) THE COMPANY CONTENT; (c) INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SERVICES; OR (d) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF ANY OF THE FOREGOING.

14.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND COMPANY CONTENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14.3. COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR: (a) LOSS OR DELETION OF, OR FAILURE TO RECEIVE, PROCESS OR STORE ANY USER CONTENT OR OTHER INFORMATION MAINTAINED ON OR TRANSMITTED USING THE SERVICES; (b) VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY; (c) USER CONTENT OR OTHER INFORMATION ON THE

WEBSITE PROVIDED BY THIRD PARTIES; OR (d) THE ACTIONS OF ANY THIRD PARTY. THE SERVICES MAY CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTIES OR OTHER USERS. ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION IS AT YOUR SOLE RISK.

**15. Limitation of Liability.**

15.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN ALL CASES, COMPANY'S LIABILITY TO YOU, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR A BREACH OF COMPANY'S OBLIGATIONS UNDER THESE TERMS OR COMPANY'S PRIVACY POLICY, OR FOR NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF $50.00 OR THE TOTAL FEES YOU HAVE PAID TO COMPANY FOR YOUR USE OF THE SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM, AS LIQUIDATED DAMAGES, NOT AS A PENALTY, AND AS THE SOLE AND EXCLUSIVE REMEDY. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS SUPPLIERS, CONTENT PROVIDERS, LICENSORS, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, SERVANTS, CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES FOR ANY REASON, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF THE ABOVE LIQUIDATED DAMAGES SHOULD FAIL IN THEIR ESSENTIAL PURPOSE.

**16. Indemnity.**

16.1. You agree to indemnify, defend and hold harmless, Company, its suppliers, content providers, licensors, and their respective members, managers, employees, representatives, servants, contractors and agents from any and all claims, expenses, costs, and damages (including, without limitation, attorneys' fees) arising from or relating to any allegation regarding: (a) your use or misuse of the Services; (b) Company's use of any User Content you provide; (c) any violation of these Terms by you.

**17. Fees and Payments.**

17.1. If and to the extent any portion of the Services requires a subscription fee (one time or recurring), you agree to pay Company any applicable fee posted for the Services and as required in the EULA.

**18. Privacy.**

18.1. Your use of our Services and any information you provide to Company is governed by Company's Privacy Policy, which is available at http://apptoto.com/privacy, and which is incorporated herein by reference.

**19. Digital Millennium Copyright Act.**

19.1. If you are a copyright owner or an agent thereof and believe that any material available on the Services infringes upon your copyrights, you may submit a notification of claimed infringement ("Notification") pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Company's agent designated to receive Notifications ("Copyright Agent") with a notice containing the information described below.

19.2. Please note that under 17 U.S.C. § 512(f) any person who knowingly materially misrepresents that material is infringing may be subject to liability for damages. Please also note that the information provided in a Notification may be forwarded to the person who posted the allegedly infringing material.

19.3. All Notifications must include the following (see 17 U.S.C § 512(c)(3) for further details):

- 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 work claimed to have been infringed or, if multiple copyrighted works at a single online site are 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 and information reasonably sufficient to permit Company to locate the material;
- Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

19.4. Designated Agent: Mail: 61141 Hwy 97 #505, Bend, OR 97702 Attn: Copyright Agent E-mail: support@apptoto.com Telephone: 888-318-3765

19.5. If you believe that material you posted to our Services that was removed (or to which access was disabled) as a result of a Notification is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material, you may send a written counter notification ("Counter Notification") to the Copyright Agent containing the information described below.

19.6. Please note: Company is required to send a copy of your Counter Notification to the party who submitted the Notification and that in response to a Counter Notification that person may file a lawsuit against you seeking a determination of its rights with respect to the material. Please also note that under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material was removed or disabled by mistake or misidentification may be subject to liability for damages.

19.7. All Counter Notifications must contain the following (see 17 U.S.C. § 512(g)(3) for further details):

- 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 under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the District in which the address you list is located, or if that address is located outside of the United States, for the District of Oregon, and a statement that you will accept service of process from the person who provided notification of the alleged infringement or an agent of such person.

19.8. Upon receipt of a Notification or Counter Notification, Company will comply with the applicable procedures set forth in 17 U.S.C. § 512. Pursuant to 17 U.S.C. § 512(i)(l)(A), it is Company's policy to terminate user account holders who are repeat infringers, in appropriate circumstances.

**20. Assignment.**

20.1. These Terms and any rights and licenses granted hereunder may not be transferred or assigned by you.

**21. Miscellaneous.**

21.1. In the event of any conflict between these Terms and the EULA as such term applies to the Software, the EULA shall govern.

21.2. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms or use of our Services.

21.3. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

21.4. If any provision of these Terms is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the extent that the remaining provisions can be substantially applied within the original intent of these Terms of Use taken as a whole. Any court holding a provision to be invalid, illegal or unenforceable shall not render the offending provision void or unenforceable, but instead shall modify the provision to the minimum extent necessary to make the provision valid, legal, and enforceable.

21.5. Company's failure to act with respect to a breach of these Terms by you or others does not waive its right to act with respect to subsequent or similar breaches.

21.6. The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

21.7. In the event of the termination of these Terms, you agree the following provisions will survive: the provisions regarding limitations on your use of User Content, Company Content, and the Marks, the license(s) you have granted to Company, the limitation on liability, indemnity, and all other provisions for which survival is equitable or appropriate.

21.8. The Agreement constitutes the entire agreement between you and Company regarding the subject matter therein, and supersede any prior understandings or agreements, written or oral.

**22. Contact Us.**

By Mail: Go-Cort, Inc., 61141 South Highway 97 #505, Bend, OR 97702
By phone: 888-318-3765

By email: support@apptoto.com

**23. Last Updated: September 2026.**