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- (b) identification of the copyrighted work claimed to have been infringed;
- (c) identification of the material that is claimed to be infringing or the subject of infringing activity;
- (d) the name, address, telephone number, and email address of the complaining party;
- (e) 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
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Indemnification

You understand and agree that you are personally responsible for your behavior on the Application(s). You agree to indemnify, defend and hold harmless the Company from and against all claims, losses, expenses, damages and costs, and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Application(s) or the Content, or any violation by you of these Terms of Use.

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You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 19 years of age a parent and/or guardian agrees to these Terms of Use on your behalf.

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The Application(s) and the Content on the Application(s) have been prepared for informational purposes only and are not to be construed as an offer to enter into a particular transaction.

Entire Agreement

These Terms of Use incorporate by reference any notices contained on the Application(s) and the Privacy Policy and constitute the entire agreement with respect to access to and use of the Application(s).

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If any provision of these Terms of Use is held by a court of law with jurisdiction hereof to be unlawful, void or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions of these Terms of Use.

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The terms of these Terms of Use shall be governed by and construed in accordance with the internal laws of the State of Arizona, without regard for its conflicts of laws principles that would cause the application of the laws of another State. All disputes, litigation, proceedings or other legal actions in connection with or relating to these Terms of Use (a "Proceeding") shall be instituted only in the courts of the State of Arizona sitting in Phoenix, Arizona, or, subject to applicable jurisdictional requirements, the United States District Court for the District of Arizona sitting in Phoenix, Arizona (the "Applicable Courts"), and you hereby unconditionally and irrevocably submit to the exclusive personal jurisdiction of the Applicable Courts with respect to any Proceeding, and further agree to refrain from instituting any such Proceeding in any other court and from seeking to remove any such action or proceeding from the Applicable Courts.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of the Application(s) or these Terms of Use, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

Notices and Contact Information

You may provide notice to us by any of the following methods using the information below.

Mail:

Dragonfly Health
Attn: Compliance Officer
1201 S Alma School Rd
Suite 4000
Mesa, AZ 85210

US Toll-Free Phone: 877-633-7250

Email: support@dragonflyhealth.com

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