

Terms of Use

These Terms of Use constitute a legally binding contract between you and HVR MSO, LLC d/b/a Radloop (“**Radloop**,” “**we**,” or “**us**”) regarding your use of the Radloop services (the “**Services**”). Radloop and you may be referred to herein collectively as the “Parties” or individually as a “Party.”

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING “I ACCEPT,” OR BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE RADLOOP PRIVACY POLICY (TOGETHER, THE “**TERMS**”). You may also be subject to a separate Services Agreement. In the event of a conflict in terms between these Terms and a Services Agreement executed by you and Radloop, the terms of the Services Agreement shall prevail. If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Services.

1. **The Services Overview.** The Services are intended to provide a platform for medical professionals to transmit and communicate about patient data and treatment. You may not access or use the Services for any other purpose.
2. **Certain Definitions.**
 - a. “Aggregated Statistics” means data and information related to your use of the Services that is used by Radloop in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
 - b. “Authorized User” means your employees, consultants, contractors, and agents (i) who are authorized by you to access and use the Services under the rights granted to you pursuant to these Terms and (ii) for whom access to the Services has been purchased hereunder.
 - c. “Customer Data” means, other than Aggregated Statistics, information, data, images, and other content and materials, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of you or an Authorized User through the Services.
 - d. “Intellectual Property” means all worldwide intellectual property rights, including patents, inventions, methods, processes, trade secrets, copyrights (including copyrights in software in both object code and source code, databases and similar items), algorithms and, know-how.
 - e. “Radloop IP” means any and all Intellectual Property related to the Services. For the avoidance of doubt, Radloop IP includes Aggregated Statistics, Permitted Derivatives (defined below) and any information, data, or other content derived from Radloop’s monitoring of your access to or use of the Services, but does not include Personally Identifiable Information.
3. **No Health or Medical Advice.** You acknowledge and agree that when providing the Services Radloop is not giving medical advice, not engaged in the practice of medicine, and not determining appropriate medical use of the Services. Medical treatment and diagnostic decisions, including those arising from the analysis of data or images are your responsibility. The Services solely provide a platform for users to communicate among themselves, and they are fully

responsible for the Customer Data and other information they provide on the Services and for the use of the Customer Data and other information they receive through the Services. You assume full risk and responsibility for your use of the Services, including for the Customer Data and other information you provided or received through the Services. You, and not Radloop, are responsible for verifying the accuracy of the Customer Data and other information you receive on the Services and determining your use of it. You, and not Radloop, are solely responsible for the professional and technical services you provide to others. Notwithstanding other indemnity obligations under these Terms, you shall indemnify and hold Radloop and its officers, directors, employees, consultants, affiliates, subsidiaries and agents harmless, and, if requested by Radloop, defend Radloop, from all claims brought by a third party to the extent such claim is based upon or arises out of any of the following: (a) professional malpractice, misdiagnosis, or any other medical treatment matter in connection with the use by you, your personnel, clients, or any third parties, of any Services; (b) use of the Services by you or by any Authorized User other than as authorized under this Agreement; or (c) any unlawful, negligent or willful acts or omissions of you or of any Authorized User.

- 4. Eligibility.** You must be at least 18 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are an individual who is at least 18 years old; (b) you have not previously been suspended or removed from the Services; (c) your registration and your use of the Services is in compliance with all applicable laws and regulations; and (d) you have read and agree to our [Privacy Policy](#), as further described in Section 17 below. If you use or open an account on the Services on behalf of a company, entity, or organization (each an “Organization”), then you represent and warrant that you: (i) are an authorized representative of that Organization with the authority to bind the Organization to these Terms, (ii) are bound by these Terms on behalf of the Organization, and (iii) are binding the Organization to these Terms. In these Terms, “you” shall mean the person using the Services and the Organization on whose behalf the person is using the Services.
- 5. Accounts and Registration.** To access most features of the Services, you must have a registered account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, address, email address, and telephone number. You agree that the profile information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You understand and agree that as part of the registration process we may use this information to verify your eligibility to use the Services. You agree that if you create an account or use the Services you agree that you are authorized to access the Customer Data through the Services and to use it to provide any medical advice or health care. You may grant access to the Services only to Authorized Users. You are solely responsible for the selection of Authorized Users of the Services. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account or accounts of Authorized Users. If you have reason to believe that your account is no longer secure, then you must immediately perform a password reset using the application and notify us at support@radloop.net.
- 6. Location-Based Services.** Some of the features of the Services may enable Radloop to access your location in order to tailor your experience with the Services based on your location (“Location-based Services”). In order to use certain Location-based Services, you may be asked to enable certain features of your mobile phone or web browser, which enable Radloop to identify your location through a variety of means, including GPS location, IP address, or cellular, Wi-Fi, or Bluetooth signals, as available. If you choose to disable any Location-based Services on your device, you may not be able to utilize certain features of the Services. By enabling Location-based Services, you agree and acknowledge that: (i) device data we collect from you is directly

relevant to your use of the Service; (ii) Radloop may provide Location-based Services related to and based on your then-current location; and (iii) Radloop may use any such information collected in connection with provision of the Services.

7. **Payment.** Access to the Services, or to certain features of the Services, may require you to pay fees. Fees are also charged for purchases of other Products (as defined below) through the Services. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are non-refundable, to the fullest extent permitted under applicable law. If Radloop changes the fees for the Services, including by adding additional fees or charges, Radloop will provide you advance notice of those changes. If you do not accept the changes, Radloop may discontinue providing the Services to you. Notwithstanding the foregoing, if you have entered into a separate written agreement with Radloop governing your use of the Services which specifies the fees for the Services, such fees will remain as provided therein for the term of that agreement. Radloop or its payment processor will charge the payment method you specify at the time of purchase. You authorize Radloop to charge all sums as described in these Terms, for the products and services you select, to that payment method. If you pay any fees with a credit card, Radloop may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. The Services may include functionality for activating, updating or canceling recurring payments for periodic charges. If you activate or update recurring payments through the Services, you authorize Radloop to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. If you use the Services to update or cancel any existing authorized one-time or recurring payment, it may take several business days for the update or cancellation to take effect.

8. Licenses

- a. **Limited License.** Subject to your ongoing compliance with these Terms and any applicable Services Agreement, Radloop grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (i) install the mobile application(s) associated with the Services, and use such mobile applications so installed, solely in object code format, and solely for your lawful commercial purposes, on devices that you own or control, and (ii) access and use the Services for your lawful commercial purposes.
- b. **License Restrictions.** Except and solely to the extent permitted by applicable law notwithstanding these restrictions, you may not at any time, directly or indirectly, and may not permit any Authorized Users or any other person to: (i) reproduce, distribute, publicly display, or publicly perform the Services or any part thereof; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part or make modifications to the Services or any part thereof; (iii) interfere with or circumvent any feature of the Services or any part thereof, including any security or access control mechanism (v) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise use or make the Services available to any other person, except as permitted by these Terms; (vi) remove any proprietary notices from the Services; or (vii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. If you are prohibited under applicable law from using the Services, you may not use it.

- c. **Reservation of Rights.** Radloop reserves all rights not expressly granted to you in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Radloop IP.
- d. **Open Source Software.** The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components (“Open Source Components”). Although the Services are provided to you subject to these Terms, nothing in these Terms will be deemed to prevent, restrict, or otherwise prevent or restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use of such Open Source Components thereunder.

9. Consent to Communications and Monitoring/Recording of Voice Calls and Text Messages Made Through the Services. By providing us with your contact information and using the Services, you agree to receive communications, including via e-mail and phone calls (including text messages and calls made using an autodialer or prerecorded voice message), and push notifications from or on behalf of Radloop using the Services at the email address or telephone number you provided even if that number is on a National or State Do Not Call List. These calls and messages may be for informational purposes, such as to provide you with the information or consultation you requested. Standard text messaging and telephone minute charges applied by your cell phone carrier will apply. You may also receive email, phone calls, and text messages from other users of the Services in connection with the Services.

Radloop may, without further notice or warning and in our discretion, monitor and/or record video and voice calls and text message-based communications for our business purposes, such as quality assurance and training purposes and to protect our rights and the rights of others, and you hereby consent to such monitoring and recording.

IF YOU WISH TO OPT OUT OF MARKETING EMAILS FROM US, YOU CAN UNSUBSCRIBE BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE MARKETING EMAIL ITSELF. IF YOU WISH TO OPT OUT OF SMS and MMS TEXTS FROM US, YOU MAY REPLY “STOP” FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. You understand and agree that you may continue to receive communications while Radloop processes your opt-out request, and you may also receive a communication confirming the receipt of your opt-out request.

10. Notifications and Automatic Alerts. Under some circumstances, Radloop may present you with notifications, prompts with links to additional information, or suggested actions based on Radloop’s analysis of your Customer Data and other information you have provided to Radloop. Radloop makes no representations or warranties about the accuracy, reliability, completeness, or timeliness of any push notifications. You accept that any reliance on these notifications will be at your own risk, and Radloop disclaims all liability arising from your use of them or reliance upon them. You agree that Radloop may send notifications to your mobile device for Service-related or marketing purposes, if they are enabled, provided that we do so in accordance with the Radloop [Privacy Policy](#). You may turn off push notifications through your application settings.

11. User Content

- a. **User Content Generally.** Certain features of the Services may permit you or other users to upload content to the Services, including Customer Data and other messages, reviews, images, data, text, and other types of information (“User Content”) and to distribute User Content on the Services. You retain any copyrights, moral rights, and any other proprietary rights that you may hold in the User Content that you post to the Services.
- b. **Limited License Grant to Radloop.** By posting or publishing User Content, you grant Radloop a worldwide, non-exclusive, royalty-free, fully paid, unrestricted right and license (with the right to sublicense) to use, host, store, transfer, display, perform, reproduce, modify, and distribute your User Content, in whole or in part, in accordance with our [Privacy Policy](#), in any media formats and through any media channels now known or hereafter developed.
- c. **Limited License Grant to Other Users.** By posting or sharing User Content with other users of the Services, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Services.
- d. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:
 - i. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Radloop and users of the Services to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by the Services, Radloop, and these Terms; and
 - ii. your User Content, and the use of the Services as contemplated by these Terms, does not and will not: (x) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (y) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (z) cause Radloop to violate any law or regulation, including laws related to the privacy of personal or health information.
- e. **User Content Disclaimer.** We are under no obligation to monitor, edit, or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content or any failure to review or act upon User Content. Radloop may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. To the fullest extent allowed under applicable law, you agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Radloop with respect to User Content. We expressly disclaim any and all liability in connection with User Content, to the fullest extent allowed under applicable law. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.
- f. **Aggregated Statistics and Permitted Derivatives.** Notwithstanding anything to the contrary to these Terms, Radloop may monitor your use of the Services and collect and

compile Aggregated Statistics. You grant to Radloop a nonexclusive, royalty free, perpetual right (a) to use, copy and adapt Customer Data in order to provide the Services to you, and (b) to use, copy, modify and display Customer Data, and create Aggregated Statistics and derivative and collective works (“Permitted Derivatives”) based thereon, for internal and commercial purposes to measure outcomes, confirm the validity of certain treatment protocols, and otherwise, provided it is blinded and aggregated with other data such that it does not permit the identification of any Protected Health Information, as defined and regulated by the Health Insurance Portability and Accountability Act of 1996 and all associated regulations, as amended at any time (collectively “HIPAA”). As between Radloop and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Radloop. You acknowledge and agree that Radloop may compile Aggregated Statistics and develop Permitted Derivatives based on Customer Data input into the Services.

12. Procedure for Unlawful User Content.

- a. **General.** If you believe that any User Content does not conform to these Terms, please notify us at legal@radloop.net.
- b. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act (the “DMCA”) applicable to our operations (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Services, you may contact our designated agent at the following address:

HVR MSO, LLC
ATTN: Legal Department (Copyright Notification)
2678 South Road, Suite 202, Poughkeepsie, New York 12601
833-345-6974
Email: legal@radloop.net

Please note that under applicable law, if you knowingly give false, misleading or inaccurate information that User Content is infringing, you may be subject to civil or criminal penalty. Any notice under the Digital Millennium Copyright Act (the “DMCA”) alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include all of the information required by the DMCA for such notices.

- c. **Repeat Infringers.** Radloop will take steps to promptly terminate without notice the accounts of users that are determined by Radloop to be “Repeat Infringers.” A Repeat Infringer is a user who has been notified of infringing activity or has had User Content removed from the Services at least three times.

13. Prohibited Conduct. BY USING THE SERVICES YOU AGREE NOT TO, DIRECTLY OR INDIRECTLY, AND MAY NOT PERMIT ANY AUTHORIZED USERS OR ANY OTHER PERSON TO:

- a. use or access the Services (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;

- b. conduct activities that may be harmful to others or that could damage Radloop's reputation;
- c. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or violating any third party privacy right;
- d. post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- e. use scrapers, robots, or other data gathering devices not provided by Radloop on or through the Services;
- f. interfere with security-related features of the Services, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Services, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
- g. interfere with the operation of the Services or any user's enjoyment of the Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Services; (iii) attempting to collect personal information, Customer Data, or other information about another user or third party without their consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Services, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- h. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or accreditation, accessing any other Services account without permission, or falsifying your account registration information;
- i. modify, translate, or create derivative works, adaptations or compilations of, or based on, the Services or part thereof, or use, copy or reproduce the Services or any part thereof other than as expressly permitted in these Terms;
- j. assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 19) or any right or ability to view, access, or use any Material; or
- k. attempt to do any of the acts described in this Section 13, or assist or permit any person in engaging in any of the acts described in this Section 13.

14. Third-Party Services and Linked Websites. Websites and services provided by third parties are not under our control, and we are not responsible for any third party services. The Services may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for them or their content.

15. Termination of Use; Discontinuation and Modification of the Services. You may terminate your account at any time by contacting customer service at support@radloop.net. If you violate any provision of these Terms, your permission from us to use the Services will terminate automatically. In addition, Radloop may in its sole discretion terminate your user account on the Services or suspend or terminate your access to the Services at any time if you violate any provision of these Terms, if we no longer provide any part of the Services, or for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability whatsoever on account of any change to the Services or any suspension or termination of your access to or use of the Services. Upon the termination of your account, any aspect of the Services, or this agreement for any reason, Radloop may at its option delete any data you submitted through the Services.

16. Confidential Information.

- a. As used herein, “Confidential Information” means proprietary information of either Party concerning its operations and operational methods, business affairs, property, computer system or network (including, without limitation, data files, programs and software encompassed within a system or network); the contents of these Terms, including, without limitation, any fee schedule and any direct or indirect cost data, pricing or fee structure information or methodology used to calculate the fee schedule; financial data; financial, statistical, operating and personnel materials or information, including, but not limited to, technical manuals, plans and policy and procedure manuals; Customer Data; and other information learned or acquired by a Party through its association with the other Party that is not otherwise available to the public and which a reasonable person would believe from the context to be confidential and proprietary. For the sake of clarity, de-identified data is not Confidential Information.
- b. Neither Party (the “Receiving Party”) may, at any time during the Term of this Agreement and thereafter, except upon receipt of written consent from the other Party (the “Disclosing Party”), use, copy, permit to be copied, or disclose any Confidential Information relating to the Disclosing Party. The Receiving Party (including any of its directors, officers, employees, agents or contractors) may use and disclose Confidential Information in connection with the legitimate purposes of these Terms, and may disclose Confidential Information only to those who have a need to know it and are obligated to keep same in confidence. Confidential Information must be safeguarded by the Receiving Party with at least the same care and discretion in maintaining the confidentiality of the Confidential Information as such Receiving Party uses with respect to its confidential information.
- c. Confidential Information will not include information that: (a) is in or enters the public domain through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession other than by receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, without use of or reference to the Disclosing Party’s Confidential Information; (d) the Receiving Party receives from a third party without restriction on disclosure; or (e) that is required to be disclosed to enforce a Party’s rights herein, by court or governmental order or subpoena or by Applicable Law, in which case, the Receiving Party shall provide the Disclosing Party with (to the fullest extent legally

permitted) prior or prompt written notice and cooperate fully with any attempt by the Disclosing Party to obtain a protective order or similar relief.

- d. Upon termination or expiration of these Terms and any applicable Services Agreement for any reason, the Receiving Party shall destroy or delete the Disclosing Party's Confidential Information in any form or media. Notwithstanding the foregoing, either Party may retain the other's Confidential Information (a) for legal, compliance and regulatory purposes, in accordance with such Party's standard retention policies, and (b) to the extent the Confidential Information is backed up on servers not accessible except to IT administrators, and cannot be deleted without significant expense; provided, that with respect to each of the foregoing, the other Party's Confidential Information remains subject to the obligations in this Section 16.

17. Privacy Policy; Additional Terms.

- a. **Privacy Policy.** Please read the Radloop [Privacy Policy](#) carefully for information relating to our collection, use, storage and disclosure of your personal information. The Radloop Privacy Policy is incorporated by this reference into, and made a part of, these Terms. You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the Radloop [Privacy Policy](#).
- b. **Additional Terms.** Your use of the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the "Additional Terms"), such as end-user license agreements for any downloadable software applications, our informed consent forms, if applicable, or rules that are applicable to a particular feature or content on the Services, subject to Section 18. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- c. **Health-Related Information Practices.** We have designed the Services to comply with the requirements of the "Privacy Rule" and "Security Rule" as defined by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act and any regulations promulgated thereunder, and as amended from time to time. However, we do not make any representations or guaranty your use of the Services will comply with HIPAA or meet your HIPAA obligations or any other standards, laws, rules, or regulations. To the extent Radloop has not executed a HIPAA Business Associate Agreement ("**BAA**") with you, Radloop and you hereby agree to the terms of the BAA available at <https://www.radloop.net/userbaa.pdf>. In the event of any conflict between the provisions of these Terms and the BAA, the BAA shall control as to such provisions only. We may use and disclose health-related information to provide the Services, as permitted and to comply with applicable law, and to generate Aggregated Statistics. You are solely responsible for any disclosure of patient information, including Protected Health Information, that you initiate using the Services. You are prohibited from accessing patient information, including Protected Health Information, on the Services if you are not authorized to access such information.

18. Modification of these Terms. We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified

Terms by email to the address you provided in your user profile and/or in a notification in the Services or on our website. Material modifications will be effective upon your acceptance of such modified Terms or upon your continued use of the Services after we send or post our notification of the changes, whichever is earlier. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

- 19. Ownership; Proprietary Rights.** The Services are owned and operated by Radloop. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, Radloop IP, and all other elements of the Services (“Materials”) provided by Radloop are protected by intellectual property and other laws. All Materials included in the Services are the property of Radloop or our third-party licensors. Except as expressly authorized by Radloop, you may not make use of the Materials. Radloop reserves all rights to the Materials not granted expressly in these Terms.
- 20. Subcontractors.** You hereby consent to Radloop’s engagement of third parties (including Radloop’s affiliates) to perform, provide, or support the performance or provision of, all or any portion of the Services.
- 21. Feedback.** If you choose to provide any communications or materials to Radloop by mail, email, telephone, or otherwise, about your experience with the Services or Radloop IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), then you hereby grant Radloop an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose, including to improve the Services and create other products and services, irrespective of any other obligation or limitation between the Parties governing such Feedback.
- 22. Liability.** To the fullest extent permitted under applicable law, you are responsible and liable for all use of the Services by you and Authorized Users, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. You are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms will be deemed a breach of these Terms by you. You shall use reasonable efforts to make all Authorized Users aware of the provisions of these Terms as applicable to such Authorized User’s use of the Services, and shall cause Authorized Users to comply with such provisions.
- 23. Radloop Indemnification.** Radloop shall indemnify, defend, and hold harmless you from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by you resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Services, or any use of the Services in accordance with these Terms, infringes or misappropriates such third party’s U.S. intellectual property rights/U.S. patents, copyrights, or trade secrets, provided that you promptly notify Radloop in writing of the claim, cooperate with Radloop, and allow Radloop sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible in the discretion of Radloop, you agree to permit Radloop, at Radloop’s sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for you to continue use of the Services. If Radloop determines that neither alternative is reasonably available, Radloop may terminate these Terms, in its entirety or with respect to the affected component or part, effective immediately on written notice to you. This Section 23 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Radloop

or authorized by Radloop in writing; (B) modifications to the Services not made by Radloop; or (C) Customer Data. THIS SECTION 23 SETS FORTH YOUR SOLE REMEDIES AND RADLOOP'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

24. Customer Indemnification. In addition to any other indemnity obligations under these Terms, such as those in Section 3, you will defend and indemnify Radloop and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Radloop Entities") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Services; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute or issue between you and any third party; and (e) all claims arising from or alleging fraud, intentional misconduct, criminal acts, gross negligence, or negligence committed by you. To the fullest extent permitted under applicable law, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

25. Disclaimers; No Warranties.

THE SERVICES AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE RADLOOP ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY AS TO WHETHER THE CUSTOMER DATA OR OTHER INFORMATION AVAILABLE THROUGH OR TRANSMITTED BY THE SERVICES IS TRUE, COMPLETE OR ACCURATE. THE RADLOOP ENTITIES DO NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE RADLOOP OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE RADLOOP ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY HARM OR DAMAGE THAT MAY RESULT TO YOU FROM YOUR USE OF OR ACCESS TO THE SERVICES, YOUR DEALING WITH ANY OTHER SERVICES USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS

OR CONTENT THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

26. Limitation of Liability.

IN NO EVENT WILL THE RADLOOP ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, GOODWILL, REPUTATION, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF, YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS, PRODUCTS, OR CONTENT AVAILABLE ON OR THROUGH THE SERVICES, OR DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY RADLOOP ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE RADLOOP ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES, PRODUCTS SOLD THROUGH THE SERVICES, OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE TOTAL AMOUNTS PAID TO RADLOOP UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 26 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 27. Force Majeure.** To the fullest extent permitted under applicable law, Radloop will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, “Force Majeure Event” means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e) telecommunications, network, computer, server or Internet disruption or downtime; (f) unauthorized access to Radloop’s information technology systems by third parties; or (g) other causes beyond the reasonable control of Radloop.
- 28. Governing Law and Venue.** These Terms and your use of the Services are governed by the laws of the State of New York without regard to conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Radloop agree to submit to the exclusive jurisdiction of the state courts and federal courts located within Dutchess County, New York for the purpose of litigating any dispute, and you hereby consent to the personal jurisdiction and venue thereof. We operate the Services from our offices in the United States, and we make no representation that Materials included in the Services are appropriate or available for use in other locations.
- 29. Entire Agreement.** Other than as stated in this section or as explicitly agreed upon in writing between you and Radloop, these Terms, together with the Radloop Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Radloop regarding your use of the Services. In the event of a conflict in terms between these Terms and a Services Agreement executed by you and Radloop, the terms of the Services Agreement shall prevail. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 3, 6, and 9 through 31, along with the Radloop Privacy Policy and any other accompanying agreements, will survive.
- 30. Claims.** To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.
- 31. Consent to Electronic Communications.** By using the Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any

notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. By providing your mobile number to us, you consent to receiving text messages at that number for account verification, notifications, and other purposes related to the Services. In addition to any fees Radloop may charge for use of text or multimedia messaging with the Services, your carrier may charge standard messaging, data, and other fees, and you are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of text messages, as that is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy.

- 32. Export.** You may not use the Services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.
- 33. Contact Information.** The Services are offered by HVR MSO, LLC. You may contact us by emailing us at info@radloop.net, or writing to us at 2678 South Road, Suite 202, Poughkeepsie, New York 12601.
- 34. Consumer Protection Notice.** Please note that, if you are a consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

Notice Regarding Apple. This Section 35 only applies to the extent you are using our mobile application(s) on an iOS device. You acknowledge that these Terms are between you and Radloop only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services and/or your possession and use of the Services infringe third party’s intellectual property rights. You agree to comply with any applicable third party terms when using the Services. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (x) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (y) you are not listed on any U.S. Government list of prohibited or restricted parties.