

## Website Terms of Use

Please read the following Website Terms of Use ("**Terms of Use**") carefully.

1. **General Agreement.** These Terms of Use apply to any website maintained by HVR MSO, LLC d/b/a Radloop ("**Radloop**" or "**we**") to which these Terms of Use are attached ("**Site**"). These Terms of Use do not, however, govern Radloop's services provided to or for its customers, the terms for which can be found [here](#). By using the Site, you agree to these Terms of Use.

PLEASE READ THE DISPUTE RESOLUTION; INFORMAL RESOLUTION AND FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER SECTION BELOW CAREFULLY. IT AFFECTS HOW DISPUTES ARE RESOLVED.

2. **Provision of the Site.** You understand and agree that the Site is provided "as-is" and that Radloop assumes no responsibility for the availability or functionality of the Site, or for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. Note that collection and use of personal information in connection with the Site is described in our [Privacy Policy](#).

3. **Use of Site; License to Radloop.** The Site is intended for personal use only. You agree not to use the Site for commercial purposes. You are responsible for all data, text, messages or other materials that you post, transmit or otherwise make available to the Site.

You grant Radloop and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, publish, transmit, distribute, and create derivative works from all data, text, messages or other materials that you post, transmit or otherwise make available to the Site in any form. You grant all rights described in this paragraph in consideration of your use of the Site and our services and without the need for additional compensation of any sort to you. Radloop does not claim ownership in the data, text, messages or other materials you submit.

4. **No Reproduction or Publication.** Images, text, or other information posted or found on the Site are solely for use in connection with the Site in accordance with these Terms of Use and may not be used, reproduced, or published for any other purpose, commercial or otherwise, without the express written permission of Radloop and the owner of the images, text, or other information.

5. **Procedure for Unlawful Material.**

- a. **General.** If you believe that any material posted on the Site does not conform to these Terms of Use, please notify us at [legal@radloop.net](mailto:legal@radloop.net).
- b. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act (the "DMCA," 17 U.S.C. §512, as amended) as applicable to the Site. If you have an intellectual property rights-related complaint about material posted on the Site, 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](mailto:legal@radloop.net)

Please note that, under applicable law, if you knowingly give false, misleading or inaccurate information that material is infringing, you may be subject to civil or criminal penalty. Any notice under the DMCA alleging that materials hosted by or distributed through the Site infringe intellectual property rights must include all of the information required by the DMCA for such notices.

6. **Prohibited Conduct.** You agree not to, directly or indirectly:
- a. use or access the Site (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 or right of publicity;
  - d. post, upload, or distribute marketing or advertising links or content that is unlawful, defamatory, libelous, 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 Site;
  - f. interfere with security-related features of the Site, 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 Site, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
  - g. interfere with the operation of the Site or any user's enjoyment of the Site, 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 Site; (iii) attempting to collect personal information 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 Site, 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, or accessing any other services account without permission;
  - i. modify, translate, or create derivative works, adaptations or compilations of, or based on, the Site or part thereof, or use, copy or reproduce the Site or any part thereof other than as expressly permitted in these Terms of Use or by applicable law (e.g., as to fair use under copyright law); or
  - k. attempt to do any of the acts described in this Section 6, or assist or permit any person in engaging in any of the acts described in this Section 6.

7. **Third-Party Services and Linked Websites.** The Site may provide links to other websites or Internet resources. Radloop has no control over such websites and resources and is not responsible for the availability or content of such external websites or resources. Radloop shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

8. **Termination of Access and Use; Discontinuation and Modification of the Site.** If you violate any provision of these Terms of Use, your permission from us to use the Site automatically terminates. In addition, Radloop may in its sole discretion terminate your access to the Site at any time for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, with or without notice. Upon the termination of your right to use the Site, Radloop may at its option delete any content you submitted to the Site.

9. **Modification of these Terms of Use.** We reserve the right to change these Terms of Use on a going-forward basis at any time. Please check these Terms of Use periodically for changes. If a change to these Terms of Use materially modifies any user rights or obligations, we will endeavor to post notice of the modification on the Site for a reasonable period of time. Any disputes concerning or related to the Site will be resolved in accordance with the version of these Terms of Use that was in effect at the time the dispute arose.

10. **Ownership; Proprietary Rights.** The Site is owned and operated by Radloop. The visual interfaces, graphics, other content, design, compilation, computer code (including source code or object code), products, software, information services, and all other elements of the Site (“Materials”) are protected by intellectual property and other laws. All Materials are the property of Radloop or our third-party licensors. Radloop reserves all rights in and to the Materials.

11. **Indemnity.** To the fullest extent permitted by applicable law, you will defend and indemnify Radloop and its members, managers, officers, directors, employees, affiliates, agents, representatives, licensors, and service providers from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of: (a) your access to or use of the Site; (b) your violation of these Terms of Use or any applicable law; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right in connection with your use of the Site; (d) any dispute or issue between you and any third party concerning the Site; and (e) all claims pertaining to the Site or your use of the Site that arise from or allege negligence, fraud, or intentional misconduct committed by you. Without limiting the foregoing, 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.

12. **Disclaimers; No Warranties.** THIS SITE AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SITE AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON- INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. RADLOOP DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED

THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

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

13. **Limitation of Liability.** IN NO EVENT WILL WE OR ANY OF OUR MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION 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 OF USE OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY MATERIALS, OR ANY DELAY IN THE RECOVERY OF ANY DATA, INABILITY TO RECOVER 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 WE (OR ANY OTHER PERSON OR ENTITY AGAINST WHICH LIABILITY IS ASSERTED) HAVE BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, AS SET FORTH IN SECTION 19 (“CONSUMER PROTECTION NOTICE”) THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS OF USE LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

EACH PROVISION OF THESE TERMS OF USE 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 OF USE. 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 OF USE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. **Trademark Information.** Radloop’s logos and product and service names are trademarks of Radloop and/or its affiliates, or Radloop. All rights in and to such trademarks are fully reserved by Radloop. You agree not to display or otherwise use any such trademarks in a manner that constitutes trademark infringement or unfair competition.

15. **Dispute Resolution; Informal Resolution and Formal Resolution by Arbitration; Class Action Waiver.** In order to expedite and control the cost of disputes, you and Radloop agree that any legal or equitable claim concerning or arising under these Terms of Use (referred to as a “**Claim**”) will be resolved as follows:

- a. **Informal Resolution:** You and Radloop will first attempt to resolve any Claim informally. In the event that any dispute between Radloop and you arises out of or

concerns these Terms of Use, the applicability of these Terms of Use, to the use of the Site, or the breach or enforcement, interpretation or validity of these Terms of Use, you and we agree to try to promptly resolve any such dispute informally. Please send a written notice describing the dispute to [legal@radloop.net](mailto:legal@radloop.net).

- b. Formal Resolution by Arbitration; Class Action Waiver: READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. You agree that any dispute, controversy or Claim arising out of or concerning these Terms of Use, the applicability of these Terms of Use to the use of the Site, or the breach or enforcement, interpretation or validity of these Terms of Use, or the determination of the scope or applicability of Arbitration shall be governed solely by the U.S. Federal Arbitration Act.

If you and Radloop cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both you and Radloop understand and agree that all disputes shall be decided by a single arbitrator in the U.S. and that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and Radloop each agree to settle disputes (except certain small claims) only by Arbitration. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms of Use as a court would.

The Arbitration will be conducted under the JAMS Streamlined Arbitration Rules & Procedures (referred to as the “JAMS Rules”) and under the rules set forth in these Terms of Use. If there is a conflict between JAMS Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. You may, in Arbitration, seek any and all remedies otherwise available to you pursuant to law. If you decide to initiate Arbitration, Radloop agrees to pay the Arbitration initiation fee and any additional required deposit required by JAMS to initiate your Arbitration. You and Radloop agree to pay the costs of the Arbitration proceeding provided however that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the JAMS Rules may later prescribe. All other fees, such as attorneys’ fees and expenses of travel to the Arbitration, will be paid in accordance with JAMS Rules. The Arbitration will be held at a location in the major U.S. metropolitan area that is closest to where you reside, unless you and Radloop both agree to another location or telephonic Arbitration. To initiate Arbitration, you or Radloop must do the following things:

- (1) Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a sample demand for arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- (2) Send three copies of the demand for arbitration, plus the appropriate filing fee to: JAMS, at your local JAMS office, or to JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225.
- (3) Send one copy of the demand for arbitration to the other party.

Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any US. federal or state court that has jurisdiction. (ii) Neither you nor Radloop shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. **THIS MEANS THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.** Accordingly, you and Radloop agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable. Notwithstanding the obligation to arbitrate all Claims under these Terms of Use, you may assert an individual Claim in a U.S. small claims court in lieu of Arbitration.

16. **Governing Law and Venue.** These Terms of Use are governed by the laws of the State of New York without regard to conflict of laws principles. Subject to the arbitration provision set forth in Section 15, if a lawsuit or court proceeding is permitted under these Terms of Use, 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.

17. **Limited Time to File Claims.** To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms of Use shall be brought by you more than one (1) year after the accrual of the Claim. 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.

18. **Contact Information.** The Site is offered by HVR MSO, LLC. You may contact us by emailing us at [info@radloop.net](mailto:info@radloop.net), or writing to us at 2678 South Road, Suite 202, Poughkeepsie, New York 12601.

19. **Consumer Protection Notice.** Please note that, if you are a consumer, the limitations in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. Moreover, all applicable consumer protection laws apply.

For example, 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 Site or to receive further information regarding use of the Site.

Also by way of example, if you are a New Jersey consumer, the terms in certain sections above may not limit or waive your rights under New Jersey law. The limitations in these Terms of Use are intended to be only as broad and inclusive as to a New Jersey resident as is permitted by the laws of the State of New Jersey. Subject to the foregoing, we reserve all rights, defenses and permissible limitations under the laws of the State of New Jersey and under the laws of your state of residence.

20. **General Information.** The failure of Radloop to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties agree that the

court should try to give maximum effect to the parties' intentions as reflected in the provision and the other provisions of these Terms of Use shall remain in full force and effect.