



Loop™ Care Platform Terms of Use

Last Updated: February 2025

1. AGREEMENT TO TERMS

These Terms of Use (“Terms of Use” or “Terms”) govern your use of Loop Care Platform at getlooprx.com and all subdomains thereunder (collectively, the “Platform”), which is operated by HR Pharmaceuticals, Inc. d/b/a HR HealthCare (“HR HealthCare,” “we,” “us,” or “our”). These Terms of Use represent a binding contract between HR HealthCare and you. You agree that by accessing, viewing, or using the Platform, you expressly represent that you are legally competent to enter into this agreement and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY. For purposes of these Terms of Use, “you” and “your” mean you as the user of the Platform. If you use the Platform on behalf of a company, organization, clinical network, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Use, and that you agree to these Terms of Use on the entity’s behalf, and (c) your entity is legally responsible for your use of the Platform.

Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Platform so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Platform after the date such revised Terms of Use are posted.

2. THE PLATFORM

We provide the Platform through which licensed health care professionals (“Prescribers”) may electronically submit orders or prescriptions (“Orders”) to enable their patients to receive certain durable medical equipment and supplies (“DME Supplies”). Orders submitted by Prescribers through the Platform are transmitted electronically to HR HealthCare, who will process and fulfill the Orders on behalf of the Prescribers’ patients.

All Orders sent to HR HealthCare through the Platform are accepted, reviewed, and fulfilled by HR HealthCare Patient Services or, depending on insurance coverage, an in-network durable medical supplier (“Supplier”). If an Order is transferred to a Supplier, we provide no representations or warranties regarding the services or products of either the Prescribers or Supplier using the Platform.

You are responsible for the accuracy and completeness of any information entered on the Platform. We will verify the accuracy of such information with documentation provided and may rely on such information without further corroboration or inquiry. We provide no representations or warranties regarding the accuracy or completeness of any data uploaded to the Platform. The Platform is intended to streamline documentation management and will assist prescribers and other medical professionals with amending medical records and generating medical documentation required for a compliant Order. All documentation uploaded to the Platform or generated from the Platform will be made available to users. It is the user’s responsibility to ensure the external medical record is updated with any amendments or other applicable documentation generated from the Platform for a compliant Order. You agree to use the Platform in a professional manner in accordance with all applicable laws, regulations, and codes of professional practice. You agree to use the Platform solely for its intended use and not for any unlawful purpose. If you are a Provider and HR HealthCare provides sample product(s) for patient evaluation, use of the Platform and submitting Order(s) through the Platform is not contingent on continuing to receive product sample(s) and there is no expectation with regard to the use of the Platform or submitting Order(s) through the Platform to continue to receive sample product(s) for patient evaluation. Additionally, users have no obligation to use the Platform and use is not contingent upon any inducement. Users may terminate use at any time without penalty.

3. NO MEDICAL ADVICE

THE INFORMATION SUPPLIED THROUGH OR ON THE PLATFORM IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE MEDICAL, LEGAL OR OTHER PROFESSIONAL ADVICE. ANY HEALTH-RELATED INFORMATION PROVIDED THROUGH THE PLATFORM IS NOT A SUBSTITUTE FOR MEDICAL ADVICE AND SHOULD NOT BE USED TO DIAGNOSE OR TREAT HEALTH PROBLEMS OR TO PRESCRIBE ANY MEDICATION. YOU ARE SOLELY RESPONSIBLE FOR THE ULTIMATE DECISION AND MEDICAL JUDGMENT (IF APPLICABLE) RELATED TO THE DIAGNOSIS AND TREATMENT OF YOUR PATIENTS.

HCPCS CODES DISCLAIMER AND ELIGIBILITY: The information provided in this Platform is for general reference and coverage only. HR HealthCare cannot guarantee the accuracy of HCPCS codes. HR HealthCare is not responsible for claims or liabilities that may result from the use of this information. The information displayed may not apply to Medicaid, Health Maintenance Organization (HMO) plans or private insurance plans.

There is no guarantee that the patient will be eligible for a specific product or HCPCS code.

4. ACCOUNT REGISTRATION

If you are interested in utilizing the Platform, a HR HealthCare representative will capture required information to set up an account for you in the Platform. An account will be created with your e-mail as the username and you will be assigned a temporary password, and then an auto-generated e-mail will be sent to you to complete registration and change your password to the password of your choice. You are responsible for maintaining and promptly updating your account information for accuracy and completeness. You are solely responsible for maintaining the confidentiality and security of, and restricting access to, your account and password. You agree to accept full responsibility for all activities that occur under your account or password, including use of your account by any third party using your username and password. You must notify us immediately of any known or suspected unauthorized use of your account, or any known or suspected breach of security, including loss, theft or unauthorized use or disclosure of your username or password. We are not obligated to inquire as to the authority or propriety of any use of or action taken under your password. We will not be responsible for any loss to you that arises from such use or action or from your failure to comply with these provisions. If you are accessing the Platform on behalf of your employer or another person or entity, you are not authorized to access the Platform after your employment or other relationship with that other person or entity ends and you agree to cease any access of the Platform thereafter.

5. USER REPRESENTATIONS

By using the Platform, you represent and warrant that: (a) you have legal capacity and you agree to comply with these Terms of Use; (b) you are not a minor in the jurisdiction in which you reside; (c) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise; (d) you will not use the Platform for any illegal or unauthorized purpose; and (e) your use of the Platform will not violate any applicable law or regulation.

For users of the Platform who are Prescribers, you additionally represent and warrant that: (y) you are appropriately licensed in good standing in the state(s) where you practice and authorized under applicable law to order or prescribe DME Supplies for patients; and (z) the information provided in each Order is true, accurate, and complete. When an order is completed through the Platform, the patient shall be automatically enrolled in the Loop Care Program. It is the responsibility of the Prescriber to notify the patient of their enrollment in the Loop Care Program, and advise the patient that the Terms of Use are applicable to the patient and their enrollment in the Loop Care Program and use of the Platform. Furthermore, the Prescriber is obligated to ensure that no information is entered into the Platform unless the patient has provided consent.

If any user of the Platform provides any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account (if applicable) and refuse any and all current or future use of the Platform (or any portion thereof).

6. GEOGRAPHIC RESTRICTIONS

HR HealthCare is a corporation with a principal place of business in York, Pennsylvania. We make no representation that the Platform or its content are appropriate for, or accessible to, users outside of the United States, or in all locations within the United States. If you access the Platform from outside the United States, you do so on your own initiative, and are responsible for compliance with all applicable laws in the jurisdiction from which you view, access, and/or use the Platform.

HR HealthCare and the Platform are based in the United States and, regardless of where you view, access, or use the Platform, any information collected as part of that access or use will be transferred to and maintained on servers located in the United States. Any information we obtain about you will be stored in accordance with U.S. privacy laws, regulations, and standards, which may not be equivalent to the laws in your country of residence or the location where you are viewing, accessing, or using the Platform. By accessing and/or using the Platform, you consent to the capture, collection, transfer, transmission, storage, processing, and use your information in and to the United States.

7. PRIVACY POLICY

All information we collect on the Platform, whether submitted by you or collected automatically, is subject to and governed by our Privacy Policy, the terms of which are expressly incorporated herein. By using the Platform, you consent to all actions taken by us with respect to your information in accordance with our Privacy Policy.

8. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Platform "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Platform, the Content and the Marks.

If you wish to make any use of the Content or Marks or any other content or material on the Platform other than as set out in these Terms of Use, please contact us through the methods provided in the "Contact Information" section below.

9. PROHIBITED ACTIVITIES

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Platform, you agree not to:

- Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
- Use any information obtained from the Platform in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Platform in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Platform.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content. Attempt to impersonate another user

or person or use the username of another user.

- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
- Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
- Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
- Copy or adapt the Platform’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.
- Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.

10. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

11. PLATFORM MANAGEMENT

We reserve the right, but not the obligation, to: (a) monitor the Platform for violations of these Terms of Use; (b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (c) terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use; (d) remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (e) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

12. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your use of the Platform for any reason, you are prohibited from using the Platform under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your use of the Platform, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

13. CORRECTIONS, MODIFICATIONS AND INTERRUPTIONS

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Platform.

We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

14. GOVERNING LAW

These Terms and all matters relating hereto shall for all purposes be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the Commonwealth of Pennsylvania, United States. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Pennsylvania do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with these Terms must be brought in the applicable court located in the Commonwealth of Pennsylvania or in a United States District Court for the Commonwealth of Pennsylvania. You expressly consent to the exercise of personal jurisdiction by such courts and agree that you will not object to jurisdiction of or venue in such courts on the grounds of lack of personal jurisdiction, forum non conveniens, or otherwise.

15. DISCLAIMER OF WARRANTIES

THE PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE PLATFORM, CONTENT, THIRD-PARTY CONTENT, AND LINKS WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE PLATFORM AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PRESCRIBERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

16. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, HR HEALTHCARE AND ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SERVICE PRESCRIBERS, SUPPLIERS, EMPLOYEES, AGENTS, MEMBERS, OFFICERS, DIRECTORS, AND OTHER REPRESENTATIVES, (ALL OF THE FOREGOING BEING COLLECTIVELY, "HR HEALTHCARE PARTIES"), DISCLAIM AND WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS OR OTHER ECONOMIC ADVANTAGE) ("DAMAGES")

ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, OR THE CONTENT OF THE PLATFORM, EVEN IF HR HEALTHCARE HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (A) THE USE OF OR THE INABILITY TO USE THE PLATFORM; ANY WEBSITE, SOCIAL MEDIA CHANNELS, OR APPLICATIONS LINKED TO THE PLATFORM; ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, SOCIAL MEDIA CHANNELS, OR APPLICATIONS LINKED TO SUCH CONTENT; OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR THROUGH SUCH OTHER WEBSITES, SOCIAL MEDIA CHANNELS, OR APPLICATIONS LINKED TO THE PLATFORM ; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM THE PLATFORM; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (D) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the HR HealthCare Parties from and against any loss, liability, claim, demand, or Damage, including reasonable attorneys' fees and expenses, due to or arising out of: (a) your use of the Platform; (b) your breach of these Terms of Use; (c) any breach of your representations and warranties set forth in these Terms of Use; (d) your violation of the rights of a third party, including but not limited to intellectual property rights; or (e) any overt harmful act toward any other user of the Platform with whom you connected via the Platform. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

18. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE PLATFORM. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

19. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Platform or in respect to the Platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Platform. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

20. CONTACT US

In order to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform, please contact us at:

United States Phone: 717-775-7600

Email: loop@hrhealthcare.com