

Terms of Use

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First Pacific Exchange, Inc., dba NavigateHCR, ("NavigateHCR") owns and operates www.navigatehcr.com, and the features, content, and NavigateHCR products or services provided by, appearing on, or associated with the website, and through related channels such as email, and subsequent interactions and transactions with NavigateHCR (collectively "Website"). Any reference to NavigateHCR includes its affiliates, subsidiaries, successors, assigns, partners, and respective officers, directors, employees, contractors, agents, and other legal representatives.

These Terms of Use, including NavigateHCR's [Privacy Policy](#) and any other terms or policies published on Website, which are hereby incorporated by reference in its entirety, (collectively "Terms") shall govern any and all access to, use of, and interaction with Website, and transactions with NavigateHCR through Website, (collectively described as "use" or "using") by all Website users and visitors (individually "User" or collectively "Users"), as applicable and amended from time to time by NavigateHCR, and subject to any additional terms and conditions agreed to by and between NavigateHCR and User. Any reference to User may include an individual user, multiple individual users, or an entity which is represented by an authorized individual acting on behalf of such entity.

ACCEPTANCE OF THESE TERMS

YOU, THE USER, MUST READ THESE TERMS CAREFULLY AND THOROUGHLY BEFORE USING WEBSITE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND NAVIGATEHCR AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL OBLIGATIONS, RIGHTS, AND REMEDIES RELATED TO, AND IS A CONDITION OF, YOUR USE OF WEBSITE. BY USING WEBSITE, YOU, OR ON BEHALF OF AN ENTITY FOR WHICH YOU HAVE PROPER AUTHORITY, VOLUNTARILY ACCEPT, AGREE TO COMPLY WITH, AND BE BOUND BY THESE TERMS SUBJECT TO APPLICABLE LAWS AND REGULATIONS. ADDITIONALLY, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THESE TERMS.

YOU MAY NOT, UNDER ANY CIRCUMSTANCES, USE WEBSITE IF YOU DO NOT AGREE WITH THESE TERMS IN FULL, OR IF YOU DO NOT UNDERSTAND ANY PORTION OF THESE TERMS, USE WEBSITE WITHOUT FIRST OBTAINING FURTHER CLARIFICATION AND UNDERSTANDING OF SUCH TERMS.

NAVIGATEHCR HEREBY RESERVES ANY AND ALL RIGHTS THAT ARE NOT EXPRESSLY STATED OR GRANTED HEREIN.

CONDITIONS OF USE

NavigateHCR grants User a limited, revocable, non-exclusive, and non-transferable license to use Website in compliance with these Terms, any technical requirements and restrictions on Website, and all applicable laws and regulations.

User Account and Security

User may choose to register for and maintain a password-protected account on Website by providing a username, password, contact information, and other information required by NavigateHCR and subject to additional terms and conditions established by NavigateHCR. User shall only provide correct, current, and complete information and treat all such information as confidential. User shall not disclose any account information or provide access to User's account to any unauthorized person or entity. User shall notify NavigateHCR immediately of any unauthorized access to or use of User's account or any other breach of security. User shall use particular caution when accessing User's account from a public or shared computer to prevent unauthorized access to and use of User's account and account information.

Service Fees



Certain uses of Website may be subject to service fees and NavigateHCR reserves the right to charge service fees for any and all services provided, and transactions made, on or through Website. Service fees shall be specified on Website and may change at any time from time to time, for any reason, by NavigateHCR without notice to User.

Prohibited Use

User may only use Website for lawful and intended purposes and shall not engage, or attempt to engage, in any prohibited use, activity, or conduct, or encourage or assist, or attempt to encourage or assist, other individuals or entities in any prohibited use, activity, or conduct, which would violate these Terms and any applicable laws and regulations. Prohibited uses, activities, or conduct shall include, but are not limited to, the following: (1) any illegal, fraudulent, harmful, abusive, threatening, obscene, defamatory, libelous, discriminatory, or otherwise offensive activity; (2) intent to and acts, or attempted acts, that misrepresent, falsify, omit, or delete information; (3) intent to and act, or attempted acts, that disguise User's identity or contact information or impersonate or misrepresent User's affiliation with any person or entity; (4) violations of any third party's rights, including the right to privacy, and/or acts that victimizes, harasses, humiliates, or intimidates others; (5) infringement or misappropriation of Intellectual Property, as defined herein; (6) unauthorized disclosure of confidential or insider information; (7) unauthorized access, duplication, distribution, or transfer of any part of Website in any way; (8) creation of, or attempts to create, a similar or competitive website, product, service, or content through the use of Website; (9) bypassing any measure NavigateHCR may use to regulate or restrict the use of Website; or (10) implementation of any viruses or other programs or techniques that disrupt or interfere with the use of Website by NavigateHCR or other Users or intercept, alter, destroy, or steal information or data.

TERMINATION

These Terms are effective and shall continue in full effect until NavigateHCR or User terminates such for one of the following reasons: (1) NavigateHCR suspends or terminates User's access to Website at any time for any reason in its sole discretion, including a breach of any provision herein or applicable law or regulation, without any notice or liability to User, or (2) User or NavigateHCR suspends or terminates User's account subject to terms and conditions governing such account agreed to by and between NavigateHCR and User.

Upon termination, User shall discontinue any and all use of Website. If User resumes use of Website for any reason at any time, these Terms shall be reinstated and continue in full force and effect. Unless otherwise provided herein, termination does not limit or waive any of NavigateHCR's rights or remedies at law or in equity.

INTELLECTUAL PROPERTY

User acknowledges that Website may contain Intellectual Property that User may have access to while using Website. Intellectual Property shall mean all proprietary, confidential, and/or legally-protected property, information, data, content, or things that have or could have commercial value or other utility to NavigateHCR and its business, such as Website and all of its content, including all related work product, goodwill, documents, matters, modifications, improvements, additions, and derivative works. NavigateHCR is the sole owner of, and reserves all rights to and interest in, Website and any related Intellectual Property. Any rights, interests, title, licenses, and transfers of ownership related to Intellectual Property may only be expressly granted pursuant to a written agreement and never by implication. User may not use, license, remove, alter, duplicate, translate, decipher, reverse engineer, reproduce, obscure, distribute, display, publish, distribute, transmit, transfer, sell, commercially exploit, or take any other action regarding Website and Intellectual Property, in whole or in part, without express prior written consent from NavigateHCR. If any Intellectual Property right vests in User, User's representatives, or in an entity User represents, User hereby irrevocably and completely assigns and transfers, and shall cause any representative or entity to irrevocably and completely assign and transfer, all such right and interest in Intellectual Property to NavigateHCR without royalty or any other consideration. Any Intellectual Property that appears on Website that is not owned by NavigateHCR shall remain the property of the rightful and respective third-party owners of such Intellectual Property. User shall not obtain any rights to or interest in any third-party-owned Intellectual Property from User's use of Website.

Any actual or threatened violation of this provision may cause irreparable damage and injury to NavigateHCR. Thus, notwithstanding anything to the contrary herein, NavigateHCR shall be entitled to obtain injunctive relief to enforce its Intellectual Property rights, in addition to any other remedies that may be available in law, equity, or otherwise, without the necessity of proving actual damages or the inadequacy of any of the other remedies available to it. User expressly waives and covenants not to assert any claim or defense that an adequate remedy at law might exist or is available to NavigateHCR for any actual or threatened violation of this provision.

USER REPRESENTATIONS AND WARRANTIES

User hereby represents and warrants the following: (1) User has read these Terms carefully and thoroughly before using Website; (2) User has full and legal capacity, power, and authority, either as an individual or on behalf of an entity, and is duly and validly authorized, to accept, agree to comply with, and be bound by these Terms and is not otherwise incapacitated; (3) in the case User is not a natural person, it is duly incorporated or organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization with all requisite power and authority to carry on its business; (4) User shall not act negligently, recklessly, or unlawfully and is and shall remain in full compliance with any and all laws and regulations as is related and applicable to these Terms and use of Website; (5) the acceptance of, agreement to, and compliance with these Terms will not violate any agreement between User and any other person or entity; (6) User's use of Website shall not cause NavigateHCR to violate any applicable laws or regulations or third-party rights; (7) User has received adequate third-party consent for any information or data belonging to such third party that is submitted or transmitted on, to, or through Website; and (8) User is not a reseller of any products or services provided by NavigateHCR.

Moreover, User further represents and warrants that User shall be solely responsible, and accepts all liability for, User's own acts, omissions, and conduct while using Website, including: (1) registering for and maintaining an account on Website, including submitting correct and complete, and maintaining current, information on Website; (2) securing and maintaining the confidentiality of User's account; (3) submitting, transmitting, creating, displaying, receiving, downloading, uploading, or otherwise providing any information, data, content, materials, text, or other things from, on, to, or through Website; (4) interacting and transacting with NavigateHCR on Website and related channels; and (5)

DISCLAIMER OF WARRANTIES

Website is provided "as-is" and "as available" and NavigateHCR does not make, and expressly disclaims, any and all warranties, representations, or promises whatsoever, express or implied by law, course of dealing, course of performance, usage of trade, or otherwise, including warranties of merchantability, fitness for a particular purpose, and workmanlike quality with respect to Website. Specifically, NavigateHCR makes no warranty that: (1) Website will meet any specific requirements or any User expectations; (2) Website will be free from failures, delays, interruptions, errors, omissions, limitations, vulnerabilities, and other exposures and problems inherent in the use of the internet and electronic communication and transactions; and (3) any information, data, content, materials, text, or other things submitted, transmitted, created, displayed, received, downloaded, uploaded, or otherwise provided from, on, to, or through Website or the internet generally will be absolutely secure, correct, current, complete, reliable, relevant, or free of viruses or other destructive code that may result in unauthorized access, use, alteration, disclosure, or destruction of such. User uses Website at User's sole discretion and risk, shall implement sufficient procedures and safeguards to accommodate User's specific requirements and expectations, and shall not rely on any warranties, representations, or promises other than what is provided in these Terms, if any.

NavigateHCR controls and operates Website from facilities in the United States and is solely directed to individuals and entities located in the United States unless otherwise explicitly specified by NavigateHCR. NavigateHCR makes no representations that Website is appropriate or available for use in any location outside of the United States. If User uses Website from other jurisdictions outside of the United States, User does so at User's own volition and is entirely responsible for compliance with applicable local and international laws and regulations.

To the extent NavigateHCR cannot disclaim any warranty, representation, or promise as a matter of law, the scope and duration of such shall be the minimum permissible under applicable law and regulation and shall not limit User's rights in any way that may not be lawfully limited.

RELEASE OF LIABILITY

NAVIGATEHCR SHALL NOT BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY AND ALL LOSSES, INJURIES, DAMAGES, OR OTHER CONSEQUENCES, INCLUDING ANY BODILY INJURY, DEATH, PROPERTY DAMAGE OR DESTRUCTION, LOSS OF PROFITS, REVENUES, USE, OPPORTUNITIES, DATA, OR OTHER INTANGIBLE LOSSES, DIMINUTION OF VALUE, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL INJURIES OR DAMAGES OF ANY KIND, HOWEVER CAUSED, IN WHOLE OR IN PART, WHETHER FORESEEABLE OR NOT, ARISING FROM OR RELATED TO THESE TERMS OR USE OF, OR INABILITY TO USE, WEBSITE. THIS APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE AND ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER NAVIGATEHCR HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH CAUSE OF ACTION, LIABILITY, LOSS, INJURY, DAMAGE, OR CONSEQUENCE.

SPECIFICALLY, NAVIGATEHCR SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING UNDER ANY CIRCUMSTANCES, INCLUDING ANY ACTUAL OR ALLEGED LOSSES, INJURIES, DAMAGES, OR OTHER CONSEQUENCES RESULTING FROM SUCH: (1) ANY FAILURES, DELAYS, INTERRUPTIONS, ERRORS, OMISSIONS, LIMITATIONS, VULNERABILITIES, OR OTHER EXPOSURES AND PROBLEMS OF WEBSITE RESULTING FROM CAUSES OR MATTERS BEYOND ITS REASONABLE CONTROL, INCLUDING FORCE MAJEURE; (2) ANY LOSS OR DAMAGE CAUSED BY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY AFFECT COMPUTER EQUIPMENT, PROGRAMS, DATA, OR OTHER THINGS CAUSED BY USER'S USE OF WEBSITE; OR (3) ANY HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO, USE OF, ALTERATION TO, DISCLOSURE OF, OR DESTRUCTION TO WEBSITE OR INFORMATION, DATA, CONTENT, MATERIALS, TEXT, OR OTHER THINGS SUBMITTED, TRANSMITTED, CREATED, DISPLAYED, RECEIVED, DOWNLOADED, UPLOADED, OR OTHERWISE PROVIDED FROM, ON, TO, OR THROUGH WEBSITE.

BY USING WEBSITE, USER EXPRESSLY WAIVES ANY CLAIM FOR LIABILITY AND AGREES NOT TO SUE OR INSTITUTE ANY CAUSE OF ACTION OR ANY LEGAL PROCEEDING AGAINST NAVIGATEHCR. THE SOLE RECOURSE AVAILABLE TO USER, OR USER'S BENEFICIARIES OR LEGAL REPRESENTATIVES, SHALL BE TERMINATION OF USER'S ACCOUNT WITH NAVIGATEHCR. IN NO EVENT SHALL NAVIGATEHCR'S TOTAL LIABILITY, IF ANY, TO USER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THESE TERMS OR WEBSITE EXCEED THE AMOUNT OF FEES PAID TO NAVIGATEHCR BY USER DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER IS THE LESSER AMOUNT.

IF, NOTWITHSTANDING THIS RELEASE, NAVIGATEHCR IS FOUND LIABLE TO USER IN ANY WAY, USER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO MONEY DAMAGES NOT TO EXCEED THE AMOUNT OF SERVICE FEES PAID TO NAVIGATEHCR BY USER DURING THE MONTH IN WHICH SUCH LIABILITY FIRST AROSE. USER MUST COMMENCE ANY CAUSE OF ACTION OR CLAIM THAT USER MAY HAVE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

IF USER IS A CALIFORNIA USER, USER HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT PERMITTED, AND SHALL NOT APPLY TO THE EXTENT PROHIBITED, BY APPLICABLE LAW OR REGULATION.

INDEMNIFICATION

User shall indemnify, defend, and hold harmless NavigateHCR from and against any and all claims, demands, causes of action, litigation, proceedings, liabilities, damages, injuries, losses, costs, fees, or expenses, including reasonable attorney's fees, ("Claim") incurred or suffered by NavigateHCR arising out of, relating to, or resulting from these Terms or User's use of Website to the fullest extent permitted by applicable law and regulation. This includes User's breach of any provision herein, improper or unlawful acts or omissions by User, violation of any third-party right, including any intellectual property or privacy rights, or any injury or damage caused to a third party.

NavigateHCR will promptly notify User of a Claim requiring indemnification and User agrees to fully and timely cooperate with NavigateHCR in the defense of such Claim at User's expense. User shall not settle any Claim without the advance written consent of NavigateHCR and NavigateHCR reserves the right to assume the exclusive defense and control of a Claim. NavigateHCR's failure to provide timely notice of any Claim shall not in any way affect User's obligation to indemnify NavigateHCR pursuant to these Terms so long as NavigateHCR has not been materially prejudiced by such failure to provide timely notice.

All provisions of these Terms regarding indemnity shall survive any termination of these Terms. The foregoing shall be interpreted in the broadest possible manner and shall not apply to any extent prohibited by applicable law or regulation.

DISPUTE RESOLUTION

USER UNDERSTANDS AND AGREES THAT ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES BETWEEN THE PARTIES SHALL BE SUBMITTED AND RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THESE TERMS.

ONE ARBITRATOR SHALL BE APPOINTED AND SUCH ARBITRATOR WILL EITHER BE SELECTED BY AGREEMENT OF THE PARTIES OR, IF THERE IS NO SUCH AGREEMENT, SELECTED BY THE ARBITRATION PROVIDER IN ITS SOLE DISCRETION. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING, OR PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, AND SUBMIT THAT THEY ENTER INTO THIS AGREEMENT TO ARBITRATE KNOWING THAT THERE IS AN EXTREMELY LIMITED RIGHT TO APPEAL ANY FINAL DETERMINATION IN AN ARBITRATION.

ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A CALIFORNIA STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. SHOULD THIS ARBITRATION CONTRACT BE MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE, ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").

The following procedures shall apply:

(a) Any party that intends to make a claim shall first notify the opposing party in writing of such intention and shall describe in the notice, with reasonable particularity, the nature, basis, and total amount of the claim. Within thirty (30) days of receipt of such notice, the receiving party shall provide a written response which, with reasonable particularity, sets forth its position concerning the claim. If the parties are unable to resolve the dispute arising from the claim by good faith negotiations to be conducted within the thirty (30)-day period following the written response, either party may initiate binding arbitration pursuant to the terms and conditions set forth below.

(b) In the event a party elects to proceed with binding arbitration, it shall provide written notice thereof to the other party by registered or certified mail. The arbitration shall be conducted by Judicate West and shall be conducted using the

then-current Judicate West commercial rules and regulations, except as varied by these Terms. The arbitration shall take place in San Diego County, California, but may proceed telephonically in the event the total amount of the claim does not exceed \$10,000 U.S. dollars (if the claimant so chooses).

(c) Separate and apart from the agreement to arbitrate set forth above, the parties hereby independently waive any right to bring or participate in any class action in any way related to, or arising from, these Terms, Website, and/or the business relationship and any dealings between the parties.

(d) The prevailing party shall be entitled to reasonable attorneys' fees and costs.

If for any reason, this arbitration provision is deemed inapplicable or unenforceable, exclusive jurisdiction must lie with the courts of California in the county of San Diego for all disputes, actions, or proceedings arising out of or relating to these Terms and/or Website.

PRIVACY POLICY

NavigateHCR may require User to submit certain information and/or create and maintain a password-protected account in order to fully use Website. By submitting such information on Website, User agrees to let NavigateHCR contact User and share such information as needed and related to User's use of Website, including any and all disclosures, notices, and other communications that may be legally required or for marketing or other business-related purposes in accordance with applicable laws and regulations. NavigateHCR reserves the right to determine how and when NavigateHCR provides notifications to User, provided that User may opt out of certain notifications as required or permitted by applicable law and regulation.

NavigateHCR collects, uses, and discloses User's information according to NavigateHCR's Privacy Policy, as amended from time to time. For more information, please refer to NavigateHCR's Privacy Policy found [here](#).

THIRD PARTY WEBSITES

These Terms are only applicable to Website and not to any third-party owned and operated websites or applications that may be linked to Website in any way. NavigateHCR does not review, monitor, approve, endorse, warrant, or take responsibility for such third-party websites or applications and does not make any warranties, representations, or promises regarding such, including any third-party products, services, or content. Once User leaves Website, User is subject to the terms of use and privacy policies of other third-party websites, which may be materially different than these Terms. User clicks links and accesses, uses, and interacts with third-party websites and applications at User's sole discretion and risk and are encouraged to do so with caution. NavigateHCR recommends that User reviews the terms of use and privacy policies for each third-party website or application that User accesses, uses, and interacts with. User expressly waives and releases NavigateHCR from any and all liability arising from User's access to, use of, and interaction with any third-party websites or applications.

For more information, please refer to NavigateHCR's Privacy Policy found [here](#).

GOVERNING LAW

These Terms and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflict of law principles.

MODIFICATIONS

These Terms are effective as of the date indicated herein. NavigateHCR reserves the right to and may update or amend these Terms at any time, from time to time, in its sole discretion without notice to User. NavigateHCR will specify the date

these Terms were last updated or amended and post such updated or amended Terms on Website. The most recently updated or amended Terms shall go into effect immediately upon posting on Website unless otherwise provided. The current version of these Terms shall apply on the date User uses Website. User's continued use of Website after an update or amendment to these Terms and posted on Website constitutes User's acknowledgment and acceptance of, and agreement to abide by and be bound by, such updated or amended Terms. User is encouraged to review these Terms frequently to ensure User understands and agrees with the most current version. If User does not agree with any or all of the updates or amendments to Terms, User shall not use, or continue to use, Website.

GENERAL

These Terms, and any accompanying attachments as identified and referenced herein, except as it may be supplemented by additional terms and conditions, policies and procedures, standards, or guidelines, constitute the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, written or oral, between the parties, preceding the date specified herein. If any provision or part of these Terms are held to be invalid, void, illegal, unenforceable, or in conflict with any valid controlling law in any respect, such provision or part shall be omitted entirely and shall not affect any other provision or part of these Terms and the remaining Terms shall continue in full force and effect without being impaired or invalidated in any way. If applicable, such provision or part shall be modified and interpreted which most closely approximates NavigateHCR's original intent and purpose of such. Failure or delay of NavigateHCR, at any time, to enforce any provision of or to exercise any right or remedy under these Terms shall not be construed to be a waiver of the right to enforce or exercise such provision, right, or remedy. Waiver of any provision, right, or remedy in these Terms or any breach thereof may be valid and effectuated only by a written agreement duly executed by NavigateHCR. Such waiver shall not constitute a permanent waiver of the provision, right, remedy, or breach or a waiver of any other provision, right, remedy or breach. Section headings are strictly for reference and convenience and shall not be used in any way to restrict the meaning or interpretation of the substantive language of these Terms. The content contained in these Terms are applicable to the singular and the plural forms, and to the masculine, feminine, and neuter usage of gender, of such terms, as applicable. Nothing in this Agreement shall establish or be construed as making either party the partner, employer, employee, contractor, agent, or representative of the other party or any other fiduciary relationship. Neither party will have, or hold itself out to any third party as having any, authority to make any statements, representations, or commitments of any kind, or to take any action, that will be binding on the other party. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by User at any time for any reason, but may be transferred and assigned by NavigateHCR without restriction. These Terms inures to the benefit of and shall be binding upon the parties and the parties' respective successors, heirs, assigns, executors, administrators, agents, and other authorized and legal representatives.

CONTACT

If you have any questions or concerns about these Terms or wish to opt out of certain communications sent by us, you may contact us directly on Website or by sending an email to CareTeam@navigateHCR.com. You must provide your full name, best contact information, including email address and telephone number, and any other relevant information in order to best assist you and address your matter. We will respond to your request to access, update, or delete your information within ten (10) business days. We may request additional information from you at a later time, including information to verify your identity.

NavigateHCR cannot guarantee receipt of any correspondence, including messages sent through Website or emails to NavigateHCR; thus, receipt of any correspondence submitted to NavigateHCR is not confirmed until and unless you receive a written response from a NavigateHCR representative confirming such receipt. NavigateHCR is not liable for any correspondence that is lost, delayed, or misdirected.