



# Terms and Conditions for LTCInsight360, a software produced by Rx Pulse Solutions, LLC.

Effective Date: May 3<sup>rd</sup> 2024

Welcome to LTCInsight360, a software produced and owned by Rx Pulse Solutions, LLC, a Minnesota Limited Liability Company. By accessing or using our software, you agree to be bound by these Terms and Conditions (the "Terms"). If you do not agree with any part of these Terms, you must not use our software.

## 1. License to Use LTCInsight360

Rx Pulse Solutions, LLC grants you a non-exclusive, non-transferable, revocable license to access and use LTCInsight360 software strictly in accordance with these Terms. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by LTCInsight360, in the manner permitted by these Terms.

## 2. Subscription and Renewal

LTCInsight360 is offered on a yearly subscription basis by either upfront payment for the entire year, or on a monthly subscription basis for the full 12 months. Your subscription will automatically renew each year on the anniversary date of your initial subscription. You can manage your subscription, including cancellation, by emailing [mjust@rxpulsesolutions.com](mailto:mjust@rxpulsesolutions.com). Cancellations must be initiated no more than 10 days prior to your auto-renewal date. Failure to cancel within this timeframe will result in the automatic renewal of your subscription for another year. If there are questions about this, please fill out a contact request form on our website at: <https://ltcinsight360.com/contact-us/> or email [mjust@rxpulsesolutions.com](mailto:mjust@rxpulsesolutions.com).

Payment for your subscription may be securely processed via PayPal. PayPal reserves all rights concerning the processing of payments, including but not limited to, the enforcement of their own terms, conditions, and policies. By subscribing to LTCInsight360, you agree to comply with PayPal's terms and conditions.

The subscription price is subject to adjustment after the first year to reflect any additional functionality and feature additions since the initial subscription. Subscribers will be notified of any pricing changes in advance of their subscription renewal date.



### **3. Fees and Payments**

To access and fully utilize LTCInsight360, payment is required via PayPal or via check prior to use. The yearly subscription permits up to 10 PDF uploads per community, per year. Additional uploads may be purchased in blocks of 5 for \$100.00 USD per block. All fees must be paid in advance and are non-refundable, except as may be required by law.

Prices for the yearly subscription and additional uploads may fluctuate from year to year. LTCInsight360 reserves the right to modify the pricing structure. Subscribers will be notified of any pricing changes in advance of their subscription renewal date. By making your payment through PayPal, you acknowledge and agree to comply with PayPal's terms and conditions, recognizing that PayPal reserves all rights concerning the processing of payments.

### **4. Use of Data**

LTCInsight360 reserves the right to aggregate data derived from your use of our software in a non-identifiable way for analysis, improvement of our services, and for other lawful business purposes.

### **5. AI Generated Content**

The plans of correction generated by LTCInsight360 are preliminary and are intended to be reviewed and, if necessary, edited before submission. LTCInsight360 does not guarantee the accuracy, completeness, or appropriateness of the generated content for your specific needs. You are solely responsible for the use and submission of any content generated by LTCInsight360.

### **6. Intellectual Property**

All intellectual property rights in and to the software, including but not limited to copyright, trademarks, trade names, service marks, and patents, are owned by or licensed to LTCInsight360 and/or Rx Pulse Solutions, LLC.

### **7. Disclaimer of Warranties**

LTCInsight360 is provided "as is," with all faults, and without warranty of any kind. We hereby disclaim all warranties with respect to the software, either express, implied, or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement.



## **8. Limitation of Liability**

To the maximum extent permitted by applicable law, in no event will LTCInsight360, its affiliates, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the software.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless Rx Pulse Solutions, LLC which owns and operates LTCInsight360, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the software.

## **10. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any principles of conflicts of law.

## **11. Changes to Terms**

Rx Pulse Solutions, LLC, owner and operator of LTCInsight360, reserves the right, at its sole discretion, to modify or replace these Terms at any time. By continuing to access or use our software after those revisions become effective, you agree to be bound by the revised terms.

The user or corporation (henceforth referred to as "you") is solely responsible for the initial setup of your LTCInsight360 account, including but not limited to the addition of users to the account and modification of user roles and permissions. You are responsible for managing all aspects of corporation setup and ongoing user management within the software.

## **12. Corporation Setup and User Management**

You must ensure that all users added to the software are authorized to access and use LTCInsight360 within the scope of your corporation's operations and in accordance with these Terms and Conditions. You are also responsible for maintaining the confidentiality and security of user login credentials and for all activities that occur under those credentials. It is your obligation to ensure that user permissions are set according to the operational roles and responsibilities within your corporation and to modify or remove access as necessary to maintain security and compliance with your internal policies and procedures.

By managing users and their access, you agree to indemnify, defend, and hold harmless Rx Pulse Solutions, LLC which owns and operates LTCInsight360, against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your failure to adequately manage user access or comply with the provisions of this section.



It is your responsibility to ensure that all users are informed of, and agree to abide by, the Terms and Conditions of LTCInsight360 as part of their use of the software. You agree to provide timely updates to your users regarding any changes to these Terms and Conditions and to enforce compliance within your organization.

### **13. Contact Information**

If you have any questions about these Terms, please contact us at <https://ltcinsight360.com/contact-us/> or [mjust@rxpulsesolutions.com](mailto:mjust@rxpulsesolutions.com)