

## **MYPHARMASSIST TERMS AND CONDITIONS OF USE**

**Effective: May 17, 2022**

MyPharmAssist LLC (“MyPharmAssist”, “we”, “us” or “our”) operates this website and related websites, including any subdomains thereof, or any related smartphone, mobile or other applications (collectively, the “Site”) to provide and make available certain information and services (collectively, the “Services”).

YOUR USE OF THE SITE AND OUR SERVICES IS GOVERNED BY THESE TERMS AND CONDITIONS OF USE (THE “TERMS”), AND BY USING THE SITE OR OUR SERVICES YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR OUR SERVICES. BY CLICKING “ACCEPT”, YOU AGREE TO BE BOUND BY THESE TERMS AND YOU FULLY ACCEPT THESE TERMS AND CONDITIONS OF USE AS SET FORTH BELOW. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SITE AND OUR SERVICES. THESE TERMS SHALL APPLY TO YOU, AS WELL AS YOUR AGENTS, EMPLOYEES, ASSIGNS AND SUBCONTRACTORS.

YOU MAY NOT USE THE SITE OR OUR SERVICES UNLESS YOU ARE 18 YEARS OF AGE OR OLDER.

YOU MAY NOT USE THE SITE IF YOUR USE IS PROHIBITED BY LAW IN YOUR JURISDICTION(S) AND YOU MAY NOT USE THE SITE TO INTERACT WITH A PHARMACIST WHO IS NOT LOCATED IN THE STATE IN WHICH YOU RESIDE.

SINCE ONE OF OUR SERVICES IS TO ENABLE COORDINATION AND COMMUNICATION WITH A HEALTHCARE PROVIDER, IT IS IMPORTANT FOR YOU TO UNDERSTAND THAT THIS SERVICE IS NOT A SUBSTITUTE FOR MEDICAL CARE OR TREATMENT AND DOES NOT REPLACE YOUR RELATIONSHIP WITH YOUR PHYSICIAN OR OTHER MEDICAL PROVIDER. DECISIONS REGARDING YOUR HEALTH CARE, MEDICATION AND TREATMENT SHOULD BE BASED ON THE ADVICE OF YOUR PHYSICIAN AND OTHER MEDICAL PROVIDERS, NOT THE INFORMATION ON OUR SITE OR OUR SERVICES. WE DO NOT PROVIDE MEDICAL SERVICES OR CARE. DO NOT USE THE SITE OR OUR SERVICES IN CASE OF EMERGENCY. IF YOU NEED OR SUSPECT THAT YOU NEED IMMEDIATE OR PROMPT MEDICAL ASSISTANCE, CALL 911 IMMEDIATELY. WE ARE NOT A HEALTH CARE PROVIDER AND CANNOT PROVIDE ASSISTANCE IN THE CASE OF AN EMERGENCY.

**THE SITE.** The Site is an online information sharing and educational tool that also facilitates certain coordination and communication with healthcare providers. The Site relies on certain proprietary systems, software and confidential information. We reserve complete and sole discretion with respect to the operation of the Site. You agree to use the Site “as is” and without any warranties. We may, among other things, and without your approval, and without liability, withdraw, revise, suspend or discontinue any functionality or part of the Site or any other service

available to you under these Terms or your Agreement. As we further develop the Site, we may decide to add to, change, reduce or eliminate functions or parts of the Site and/or our Services. In such event, your access to the Site and the information on the Site may be limited or unavailable on a temporary or permanent basis.

No rights are granted to you with respect to the Site and the associated system, software or data, except as explicitly set forth in these Terms. We are not responsible for transmission errors or corruption or compromise of information for any reason. You acknowledge and agree that you are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment and services needed to access and use the Site, and for paying all charges related thereto. We do not operate or control the Internet or your connection, so we cannot and do not warrant, make any representations concerning or guarantee that the Site will be error or virus free, invulnerable to hackers or other unauthorized users, or always available. We are not responsible for maintaining information arising from use of the Site. Subject to applicable law, we reserve the right to maintain, delete or destroy all communications and information posted or uploaded to the Site in accordance with our internal record retention and any other applicable policies.

**DISCLAIMERS.** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES IS AT YOUR SOLE RISK AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK OR DAMAGES ASSOCIATED THEREWITH, INCLUDING ANY LOSS OF DATA, CONFIDENTIALITY AND VIOLATION(S) OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. ALL INFORMATION, SITES, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THE SITE AND/OR OUR SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. MYPHARMASSIST AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES HEREBY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS OR MALWARE.

AS A CONVENIENCE TO YOU THE SITE MAY CONTAIN LINKS TO THIRD PARTY WEB SITES OR FRAME INFORMATION FROM OTHER WEB SITES THAT ARE NOT UNDER THE CONTROL OF MYPHARMASSIST LLC. WE MAKE NO ENDORSEMENTS, WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER REGARDING THOSE WEB SITES, INCLUDING BUT NOT LIMITED TO THE INFORMATION, PRODUCTS, SOFTWARE, MATERIALS, SERVICES OR CONTENT CONTAINED ON THOSE WEB SITES. YOUR DECISION TO ACCESS ANY SUCH OTHER WEB SITES THAT DO NOT BELONG TO US OR THAT ARE NOT UNDER OUR CONTROL SHALL BE ENTIRELY AT YOUR OWN RISK AND DISCRETION. IN PARTICULAR, PLEASE NOTE THAT THE POLICIES AND CONDITIONS OF USE OF OTHER WEB SITES LINKED TO THE SITE MAY BE MATERIALLY DIFFERENT FROM THESE TERMS,

ESPECIALLY WITH RESPECT TO THE USE AND COLLECTION OF YOUR PERSONAL INFORMATION.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MYPHARMASSIST DOES NOT WARRANT THAT: (A) THE SITE OR OUR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (B) ANY DEFECT OR ERROR WILL BE CORRECTED; (C) THE SITE OR OUR SERVICES WILL BE SECURE AND FREE OF VIRUSES, MALWARE OR OTHER HARMFUL COMPONENTS; (D) ANY CONTENT PROVIDED THROUGH THE SITE AND OUR SERVICES WILL BE CURRENT OR ACCURATE; OR (E) THAT A PARTICULAR PRODUCT, SERVICE OR PROVIDER YOU SEE ON THE SITE WILL BE AVAILABLE TO YOU OR WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SITE AND OUR SERVICES IS ENTIRELY AT YOUR OWN RISK.

**PROPRIETARY RIGHTS.** The Site and the Services are the proprietary property of MyPharmAssist and/or its third-party licensors. The Site contains or references trademarks, copyrights, patents, logos or other proprietary rights of MyPharmAssist LLC, including, but not limited to, the trademark, “MYPHARMASSIST” (collectively, our “Intellectual Property”). As used in these Terms, “Content” means all text, information, materials, images, photos, graphics, artwork, logos, videos, audios, directories, listings, databases and other content included or input into the Site or provided to us in connection with the Site and our Services. You also acknowledge that the Content is and shall remain our property or the property of our licensors. The Content and Intellectual Property on the Site are the exclusive property of MyPharmAssist LLC. Removing or altering any copyright or other legal notice included with the Content on the Site is prohibited. MyPharmAssist also owns a copyright in the Site as a collective work and/or compilation, and in the selection, coordination and arrangements of the Site’s content.

Images, photos, graphics, artwork, logos, videos, audios, directories, listings, databases and other Content displayed on the Site are either the property of, or used with permission by, MyPharmAssist. The use of this Content by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or explicitly by us in a separate writing signed by an authorized officer of MyPharmAssist LLC. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and potentially other statutes and regulations. The Site may also contain or reference the intellectual property of third parties. Descriptions of, or references to, products, logos, graphics, artwork, services, or publications within the Site does not imply endorsement of that product, service, or publication. We make no warranty of any kind with respect to the subject matter, quality or suitability of any such services or products identified or described therein, or the completeness or accuracy of such Content.

You should not construe anything on the Site as granting, by implication or otherwise, any license or right to use any of trademarks and service marks displayed on the Site or in connection with the Services, without our prior written permission in each instance. Any unauthorized use, reproduction or distribution of the Site, the Content or our Intellectual Property is strictly prohibited, constitutes a material breach of the Terms and may result in civil and/or criminal penalties and, in our sole discretion, the termination of your use and access of the Site and our Services. We reserve all of our rights not granted in these Terms.

MyPharmAssist utilizes video conferencing and telephone conferencing technology. This technology is intended for the individual occurrence, its use is subject to these Terms and video and telephone conferences are not permitted to be recorded in any way.

**YOU AGREE TO LICENSE YOUR INFORMATION.** For any and all information, materials, images, photos, graphics, artwork, logos, videos, audios, directories, listings, databases and other content that you post, share or otherwise provide to MyPharmAssist in connection with the Site or our Services, you grant MyPharmAssist LLC an irrevocable, perpetual, royalty-free worldwide license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and otherwise utilize such material and information in any manner, format, method or channel available to us. You acknowledge and agree that MyPharmAssist LLC may sublicense these rights.

**YOUR LIMITED RIGHT TO ACCESS THE SITE.** Your ability to access the Site is subject to these Terms and such other applicable contract(s) between MyPharmAssist and you or your organization (“Agreement”), including but not limited to a license agreement, memorandum of agreement and/or other contract. Your right to access and use the Site is strictly subject to these Terms and the terms of such Agreement. Any payment obligations on your part shall be set forth in such Agreement. If you are using the Site on behalf of a licensee or other Agreement with us, these Terms shall supplement your Agreement. To the extent that these Terms conflict with any terms of your Agreement, the terms of the Agreement will control.

**CONDITIONS OF ACCESS TO, AND USE OF, THE SITE.** You agree to access and use the Site only for lawful purposes, and in no event will you access or try to access any portions of the Site to which you have not been granted access by us. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site. Without limiting the generality of the above, by accessing the Site, you agree that you will not:

- use the Site in any manner that violates these Terms or any applicable federal, state or local law;
- use the Site to communicate or interact with a pharmacist who is not located in the same state in which you reside;
- access or try to access the accounts of any individual other than yourself unless you are expressly permitted to do so by law;
- impersonate another, or falsify account information, or make unauthorized use of another person’s information;
- create links to or from our Site with or to any other web site or a portion of another web site, or to frame any content contained on the Site, without our prior written permission;
- submit, upload, post or transmit any communications or information that is: unlawful; threatening; harassing; abusive; obscene; sexually explicit; vulgar; offensive; excessively violent; invasive of another’s privacy, publicity, contract or other rights; tortious; false or misleading; defamatory; libelous; hateful; discriminatory or otherwise objectionable (in our discretion);

- copy, reproduce, sell, rent, distribute, lease, transfer, modify or make derivative works from the Site;
- remove, alter or tamper with any copyright, trademark or other proprietary rights or aspects of the Site or legal notices contained in or obtained through the Site;
- decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive any proprietary software code or information associated with the Site;
- interfere in any way with the operation of the Site or any server, site, network, function or system associated with the Site;
- use any automated program, tool or process (including, without limitation, web crawlers, scrapers, robots, bots, spiders, software or automated scripts) to access the Site or any server, network, site, function or system associated with the Site, regardless of the purpose;
- transmit or distribute any advertising, marketing, promotion or any other unsolicited materials in connection with your use of the Site;
- alter, damage, or delete any content or materials on the Site; or
- claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or to represent.

**ACCOUNT ENROLLMENT, ELIGIBILITY AND SECURITY.** In order to access the Site, you represent and warrant that you are 18 years of age or older and possess the legal right and ability to agree to these Terms, that you are registering for the Site under your own name and will use the Site in accordance with these Terms. You agree to fully, completely, accurately and truthfully create an Account in connection with your use of the Site, including, but not limited to, your name, mailing address, phone number, email and password, which become your Site ID and credentials (“Credentials”). With respect to any registration, you understand and agree that an email address that is already being used by someone else in connection with the Site is not permitted, and that you may not impersonate another person or use another person’s credentials to gain access to the Site. Your Credentials are personal to you, as the individual user, and you are solely responsible for all activities that occur under your Credentials. You agree not to access the account on the Site from a public computer or a system with inadequate security, and you further agree to secure, keep secret and not to share your Credentials or any other information or credentials concerning access to the Site and to immediately notify us of any actual or suspected unauthorized use of your Credentials or other security concerns of which you become aware. You understand that you are responsible for updating us as promptly as possible with changes to your personal and account information so that all records are current, complete and accurate. You have the obligation to notify and provide to us within five (5) days any change in information previously provided during the enrollment process.

**REVIEW OF ACCOUNT.** In order to determine your compliance with these Terms, we reserve the right, but not the obligation, to monitor your access to and the use of the Site. We may, in our sole discretion, refuse to provide access to you in the event of any noncompliance with these Terms and/or any other actual or potential misuse of your account or the Site. We may suspend or terminate your Account and/or your access to the Site, with or without notice to you, if you do not comply with these Terms, if we are investigating a suspected violation of the Terms, or for any other reason in the interest of the Site and the data being used in connection

with the Site. We shall not be liable to you or any third party for any such suspension, termination, change or discontinuance of your Account.

**OUR OBLIGATION; EXCLUSIVE REMEDY.** Upon receipt of written notice, we will try to repair in a commercially reasonable way any material defect that we can validate as a reproducible material defect in the Site or our Services, as determined in our sole discretion. You understand and agree that this is your exclusive remedy under these Terms and that we are under no obligation to take any further action in connection with your use of the Site, even if we have notice of the issue or potential harm with respect to you or any third party.

**ELECTRONIC COMMUNICATIONS; NOTICE.** When you use the Site or send e-mails to us, you are communicating with MyPharmAssist electronically and you consent to receive communications from us electronically. We may communicate with you electronically by sending e-mails or by posting notices on the Site or in connection with the Services. You agree that all agreements, amendments, notices, notifications, disclosures and other communications that MyPharmAssist provides to you electronically satisfy any legal requirement that such communications be in writing. We may provide you with notices, including those regarding changes to the Terms, by email, postings on the Site, or as permitted in any applicable Agreement. If you have any questions about the Site or the Services, you may contact us at [admin@mypharmassist.org](mailto:admin@mypharmassist.org). All notices that you provide to MyPharmAssist, as may be required under these Terms, must be made in writing and shall be deemed given if sent to our designed mailing address (below) by personal delivery or reputable overnight delivery service.

MyPharmAssist LLC  
PO Box 484  
Lewis, NY 12950

**RELEASE OF INFORMATION.** You represent and warrant to us that you are permitted and legally authorized to release the information to us that you enter or input into the Site or share with us in connection with your use of the Site, including but not limited to any health or treatment information or Protected Health Information, as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). In connection with these Terms and your Agreement, you were asked whether your organization is a Covered Entity or Business Associate, as defined under HIPAA, such that a business associate agreement would need to be signed and put in place between us and your organization. Since your organization may have the right to access the Site under an Agreement with one of our licensees we may not know whether your organization is a Covered Entity or Business Associate, as defined by HIPAA, so it is imperative that you make sure that you accurately represent to us the status and legal authority of your organization to release the information to us that you share with us in connection with your use of the Site, including but not limited to any health or treatment information or Protected Health Information.

The Site allows you to submit certain Content to us or to the Site (collectively, “Submissions”). You are responsible for the content of your Submissions. By making a Submission, you represent and warrant that:

- You own or otherwise have the right to make your Submission, including without limitation all legal authority, permission and/or rights necessary to make your Submission in compliance with these Terms;
- Your Submission is true and accurate;
- Your Submission does not violate the rights of any other person or entity, such as rights of privacy and publicity or rights under copyright, trademark or other intellectual property law; and
- Your Submission and handling of Protected Health Information complies with these Terms and applicable laws, rules and regulations, including but not limited to HIPAA.

You acknowledge and agree that we have the right (but not the obligation) to alter, remove, or refuse to post or allow to be posted any Submission. You also may have the right to request that we remove your Submission. We take no responsibility and assume no liability for any Submission posted by you or any third party or for altering, removing or refusing to post your Submission. Whenever possible, we strongly encourage you to limit or not to disclose any personal or identifying information in your Submissions and we are not responsible for information that you communicate in any of your Submissions.

**LIMITATION OF LIABILITY.** IN NO EVENT WILL MYPHARMASSIST OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY) OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, THAT RESULT FROM, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THE SITE AND/OR THE SERVICES OR ANY ASSOCIATED FUNCTIONS OR INFORMATION CONTAINED IN, ACCESSED THROUGH, MADE AVAILABLE ON OR OFFERED THROUGH THE SITE OR OUR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IF APPLICABLE LAW PROHIBITS THE DISCLAIMER OF DIRECT DAMAGES, OUR AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00).

THIS LIMITATION OF LIABILITY TO YOU IS LIMITED AS SET FORTH ABOVE, EXCEPT AND ONLY TO THE EXTENT THAT ANY SUCH LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW.

**FORCE MAJEURE.** WE SHALL NOT BE LIABLE FOR ANY LOSSES ARISING OUT OF THE DELAY OR INTERRUPTION OF OUR PERFORMANCES OF ANY OBLIGATIONS DUE TO ANY ACT OF GOD, ACT OF GOVERNMENTAL AUTHORITY, ACT OF PUBLIC ENEMY, WAR, SEVERE WEATHER CONDITIONS, FIRE, LABOR DIFFICULTIES OR SHORTAGES, CIVIL DISTURBANCES, INTERRUPTIONS OF POWER, SUPPLY OR COMMUNICATION OR ANY OTHER CAUSE BEYOND OUR CONTROL, INCLUDING ANY NATIONAL EMERGENCY DURING WHICH THE WORLD WIDE INTERNET IS NOT ACCESSIBLE ON A REGIONAL OR NATIONAL BASIS. AT OUR OPTION AND SOLE DISCRETION, WE MAY AGREE TO APPROPRIATE TERMS OF ADJUSTMENT.

## **TERM AND TERMINATION.**

(a) You are free to stop using the Site upon the provision of written notice. We also reserve the right to suspend or end your access to the Site at any time at our discretion and without prior notice. For example, we reserve the right to suspend or terminate your use of the Site if you fail to comply with these Terms, or you use the Site in a manner that would cause us legal liability or harm, or at our sole discretion.

(b) Upon the termination of these Terms for any reason, you shall promptly cease all use of the Site and any Content, data or materials not otherwise validly in your possession or that are only available to you through or as a result of your access to the Site. In addition to your obligations regarding Protected Health Information (as imposed under your organization's business associate agreement, your Agreement or under applicable law), upon any termination or expiration of these Terms or your Agreement for any reason, you shall purge from your files or electronic systems (i) any of the components of the Site that may have been installed, saved or available to you; and (ii) any Content, data or materials that are only available to you through or as a result of your access to the Site.

**PRIVACY AND SECURITY.** In connection with your access to and use of the Site and/or our Services, you shall comply with: (i) all applicable federal, state and local laws and regulations, including but not limited to HIPAA and other laws and regulations regarding patient and consumer confidentiality; (ii) take commercially reasonable measures to refrain from and prevent illegal use or unauthorized disclosure of protected consumer data or Protected Health Information; and (iii) report to us within five (5) days any unauthorized use or disclosure of protected consumer data or Protected Health Information relating to the Site of which you becomes aware. You also agree that by accepting these Terms that you accept and agree to comply with the terms of the Business Associate Agreement your organization has signed, if applicable.

By delivering access to the Site, we shall: (i) comply with HIPAA and other applicable laws and regulations regarding the confidentiality of protected consumer data or Protected Health Information; and (ii) inasmuch as it is applicable, comply with the provisions of your organization's Business Associate Agreement.

We take your privacy seriously. Your use of the Site now and in the future constitutes an acknowledgement of the receipt of and acceptance of the terms of our Privacy Policy, which is incorporated by reference into these Terms. Please read our Privacy Policy, which explains how we collect and handle the personal data that we collect. Note that any third-party web sites linked to the Site have their own privacy policies, which may differ from our policy. You are responsible for reviewing the privacy policies of any such third-party web sites to assess and determine whether these third-party privacy policies are acceptable to you. Subject to applicable law, MyPharmAssist reserves the right to change its Privacy Policy without prior notice. You are responsible for periodically reviewing our Privacy Policy.

**NO MEDICAL TREATMENT OR ADVICE; INFORMATION TOOL ONLY.** MyPharmAssist is not a licensed medical provider, pharmacy or pharmacist. You understand and



agree that we are not engaged in the practice of medicine and that the Site is an information tool only. You acknowledge that you shall have full and sole responsibility for the interpretation and application of the information provided by the Site or in connection with the Service. You agree and acknowledge that much of the data entered into the Site and that is made available through the Site is for informational purposes only and you agree that you will not rely on the Site in connection with your health, treatment, and well-being and that you acknowledge and agree that the Site cannot be used by you or anyone else in connection with any person's treatment, medication and/or health care. If you are a pharmacist or health care provider, you cannot rely on the Site or that is made available through the Site to treat or make care, treatment or pharmacological decisions and/or determinations regarding patients and you agree that you must independently validate information being relied upon and exercise your own professional judgment and conduct such independent examinations, testing and information gathering as is necessary to properly treat, care and make pharmacological decisions and/or determinations for patients based on your independent medical judgment.

**INTELLECTUAL PROPERTY RIGHTS.** All trademarks, service marks, design, information, text, graphics, images, pages, interfaces, links, websites, software, and other items and materials contained in or displayed on the Site and the selection and arrangements thereof, are our property or that of their respective owners. Except as expressly provided in this section, your rights to use any of the foregoing are only in the context and limited to the confines of the Site, and in all cases limited to and in accordance with these Terms. All rights are reserved by the applicable owner. Any and all trademarks, service marks and logos on the site are owned by us or by their respective owners.

**YOUR INDEMNIFICATION.** You agree to defend, indemnify and hold harmless, MyPharmAssist, its affiliates, officers, directors, employees, agents and representatives from and against any and all claims, losses, actions, damages, demands, suits, liabilities or expenses, including without limitation, reasonable attorneys' fees and costs, arising out of or relating to (i) your breach or violation of any of these Terms; (ii) your violation of any applicable federal, state or local, including, but not limited to, HIPAA and any other legal requirement relating to consumer and/or patient confidentiality; (iii) your use of, your ability to use, or your reliance upon, the Site, its associated functions, or Content contained in, accessed through, made available on or offered through the Site, or other products or services offered by us; and (iv) your fraud, negligence or any other culpable acts or omissions by you.

**ASSIGNMENT.** You may not assign, transfer or delegate these Terms or this Agreement or any part thereof without our prior written consent. We may freely transfer, assign or delegate all or any part of these Terms, and any rights and duties hereunder. These Terms will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties. Any assignment of delegation in violation of the foregoing shall be null and void.

**ENTIRE AGREEMENT.** These Terms including all exhibits attached or referenced, addendums, written modifications or updates to this agreement, all of which are expressly incorporated into and made a part of these Terms. These Terms sets forth the final and entire agreement between the parties with respect to the subject matter hereof and cannot be changed except pursuant to a writing signed by both parties.

**FAILURE TO EXERCISE; WAIVER.** No failure by us to exercise any power, right, privilege or remedy under these Terms, and no delay on our part in exercising any power, right, privilege or remedy under these Terms, shall operate as a waiver of such power, right, privilege or remedy. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver shall only be applicable to the specific instance referenced in such writing.

**RULE OF CONSTRUCTION.** The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of these Terms.

**SEVERABILITY.** If any part of these Terms shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of these Terms notwithstanding the part of parts found to be void or voidable.

**THIRD PARTY PROTECTION.** The Disclaimers, Release of Information and Your Indemnification provisions set forth above are for the benefit of us, our affiliates and our officers, directors, employees, agents and representatives. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on their own behalf.

**GOVERNING LAW.** You and MyPharmAssist agree that these Terms and any claim or dispute between you and us relating to these Terms, the Site and our Services will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

**DISPUTE RESOLUTION.** Any controversy, dispute, allegation, breach or claim arising out of or relating to the Site, our Services and these Terms of Use shall be settled by binding arbitration administered by a single neutral arbitrator located in New York to be mutually agreed upon by the parties. Such arbitration shall be conducted in Albany, New York and in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures. An award of arbitration may be confirmed in a court of competent jurisdiction. However, if a temporary restraining order or other injunctive relief is the only appropriate and adequate remedy for a breach of these Terms, such action may proceed without first resorting to arbitration. In such event, you agree that any such court action seeking injunctive relief can only be brought, heard and resolved in the federal or state courts located in Albany County, New York and you agree that the exclusive jurisdiction for any such claims for injunctive relief shall be the federal or state courts of Albany County, New York. In connection with any such court action seeking injunctive relief, you consent to the personal jurisdiction of the federal or state courts of Albany County, New York and you waive any objection that such venue is inconvenient or improper.

**DMCA NOTICE AND TAKEDOWN POLICY AND PROCEDURE.** We have established this Policy and Procedure in compliance with the Digital Millennium Copyright Act (“DMCA”). MyPharmAssist respects the intellectual property rights of others and expects users of the Site to do so as well. In accordance with the provisions of the DMCA applicable to Internet service

providers (17 U.S.C. Section 512), we have adopted a policy of taking down material that infringes upon the copyright rights of others and terminating, in appropriate circumstances and at our sole discretion, users, members, subscribers, or account holders who are deemed to be infringing upon the copyright rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or is being infringed upon in connection with any posting or Content uploaded to the Site, please provide us with the following information in writing to the designated Copyright Agent listed below:

1. Identification (or description) of the copyrighted work or works that you claim have been infringed (or a representative list of such works);
2. Identification (or description) of where the material that you claim is infringing upon your work can be found on the Site;
3. Contact information for the copyright holder or its agent;
4. A statement that you have a good-faith belief that the allegedly infringing material is not authorized by the copyright owner, its agent or the law;
5. A statement by you under penalty of perjury that the above information in your notice is accurate and that you are the owner of the copyrighted work, that you are authorized to act on behalf of the owner of the copyrighted work, or that you are the owner of one of the exclusive rights under copyright law that is allegedly infringed; and
6. A physical or electronic signature of the copyright holder or its agent.

MyPharmAssist may request additional information before removing any allegedly infringing material. In the event that we remove the allegedly infringing materials, we will immediately notify the person responsible for posting such materials that MyPharmAssist removed or disabled access to these materials. We may also provide the responsible person with your email address so that the person may respond to your allegations.

Our designated Copyright Agent is:

Grant Martin  
PO Box 484  
Lewis, NY 12950

MyPharmAssist reserves the right to remove any content or material posted to the Site at our sole discretion.

**NO AGENCY OR SPECIAL RELATIONSHIP.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and us or between your organization and us as a result of the Terms or your use of the Site.

**CHANGES TO TERMS.** We may modify these Terms at any time. Any changes made to the Terms will be effective immediately upon our posting of modified Terms on the Site. By accessing or using the Site, you agree to be bound by the Terms as posted on the Site at the time of your use or access. You agree to review the posted Terms each time you access or use the Site so that you are aware of any modifications made to these Terms.

