

Website Terms & Conditions

1. Agreement

Your physician or other provider (together “**Provider**”), through suppliers to your Provider, makes this and related websites (all together, the “**Website**”) available for your use in purchasing products and services from your Provider that are depicted in the Website (all together “**Products**”). If you use this Website, or you purchase or pay for Products on or through this Website, you are a user (“**User**” or “**Users**”) and are subject to and agree to these Site User Terms and Conditions (“**Terms**”). If you do not agree to these Terms than you may not use the Website and you may be blocked or otherwise prevented from using the Website by Provider or the supplier of this Website to your Provider (“**Website Supplier**”). You are bound by, and shall be deemed to have accepted, the Terms by agreeing to the Terms through use of a Website mechanism for click-through acceptance of the Terms, by any use of the Website, or by any purchase of or payment for the Products (all together, the “**Acceptance**”).

2. Change in Terms

The Website Supplier may change the Terms at any time by the posting revised Terms on the Website or by giving the User other electronic or written notice of changed Terms sent in accordance with the Terms. Electronic notice may be by email, by the Website, or by other electronic means determined by the Website Supplier (all together, “**Electronic Notice**”). User agrees that the Website posting or Electronic Notice or written notice of changed Terms is actual notice of changed Terms and that changed Terms are deemed accepted by User by his or her use of a Website mechanism for click-through acceptance of the changed Terms, by any use of the Website by User, or by any purchase of or payment for Products by User after changed Terms are posted on the Website or after the Website Supplier has given User Electronic Notice or written notice of changed Terms.

3. License and Ownership of Website and Content

Provided that User complies fully with these Terms, and the agreement between your Provider and the Website Supplier is still in force, you are granted a personal, non-transferable, non-exclusive, revocable, limited license to use the Website and content on the Website (“**Content**”) solely for the purchase of and payment for the Products (the “**Purpose**”). User will not: (a) access, copy, disclose, or use any part or all of the Website or the Content, except for the Purpose; (c) reverse engineer, decompile, or otherwise attempt to discover source code for the Website or the Content; (d) create derivative works from the Website or the Content; or (e) sell, resell, lease, sublease, license, sublicense, or otherwise dispose of or transfer the Website or the Content, except as otherwise expressly permitted in and by the Terms or the Website. This license shall automatically terminate upon the first to occur of the following: (s)

termination of the Terms or any agreement between Provider and the Website Supplier for the Website; (t) breach of any of the Terms, including, but not limited to, any License Term or any Acceptable Use Term, by the User or breach of any agreement between the Provider and the Website Supplier by the Provider; (u) failure of the Provider to pay any amount to the Website Supplier when due; or (v) termination of use of the Website or Content or termination of the purchase of and payment for the Products by the Provider and/or its Users. Upon termination of the License, User will cease all use of the Website and the Content and will permanently destroy all copies of the Content in User's possession. User acknowledges and agrees: (w) that, excluding User Information (as defined below), the Website Supplier is, and will remain, the exclusive owner of the Website and the Content and derivatives of the Website and Content and all intellectual property rights in the Website and the Content and derivatives of the Website and Content; and (x) the Website Supplier is, and will remain, the exclusive owner of all Content, including, without limitation, information provided by the Users on the Website, or otherwise, including, but not limited to User Information (as defined below), from which identifying information concerning the Users has been removed (all together, "**De-Identified Information**"). Information owned by the Website Supplier, including, but not limited to, De-Identified Information, may be used, copied, and/or disclosed by the Website Supplier for any purpose, including, but not limited to, the Purpose.

4. Term and Termination

The Terms are effective at the Acceptance and shall continue until termination of the Terms in accordance with the Terms. The Terms shall automatically terminate for any one or more of the following causes: (a) breach of any of the Terms by the User; (b) breach of any License Term or Acceptable Use Term by the User; (c) violation of any law by the User; or (d) any termination of the separate agreement between Provider and the Website Supplier relating to the Website, or any termination or suspension of performance of such separate agreement by the Website Supplier. Termination of the Terms will not relieve User of its obligations incurred under the Terms, which will survive termination of the Terms.

5. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF PROVIDER AND THE WEBSITE SUPPLIER TO USER IN CONNECTION WITH THE TERMS, THIS WEBSITE, THE CONTENT, COMMUNICATIONS AMONG OR BETWEEN THE PROVIDER, THE USER, THE WEBSITE SUPPLIER, AND/OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, EMAIL COMMUNICATIONS, UNAUTHORIZED ACCESS TO PROVIDER OR WEBSITE SUPPLIER'S SYSTEMS, INCLUDING, WITHOUT LIMITATION, THE WEBSITE, AND THE PRODUCTS, WHETHER IN TORT, INCLUDING, BUT NOT LIMITED TO, PROVIDER'S OR WEBSITE SUPPLIER'S NEGLIGENCE, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY THE USER IN THE MOST RECENT CALENDAR YEAR OR PART THEREOF FOR THE PRODUCT

GIVING RISE TO THE LIABILITY CLAIM BY THE USER. IN NO EVENT SHALL PROVIDER OR WEBSITE SUPPLIER BE LIABLE TO THE USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL PROVIDER OR WEBSITE SUPPLIER BE LIABLE IN DAMAGES TO USER AND/OR THIRD PARTIES FOR CLAIMS OF INFRINGEMENT OF ANY KIND, AND THE ENTIRE LIABILITY OF PROVIDER AND WEBSITE SUPPLIER TO THE USER AND/OR THIRD PARTIES FOR CLAIMS OF INFRINGEMENT SHALL BE LIMITED TO REMOVAL OF THE INFRINGING ITEM TO THE EXTENT REASONABLY POSSIBLE FROM THE WEBSITE. WITH RESPECT TO CLAIMS OF INFRINGEMENT, AT WEBSITE SUPPLIER'S EXCLUSIVE OPTION, WEBSITE SUPPLIER MAY, BUT IS NOT OBLIGATED TO, MODIFY THE WEBSITE, THE CONTENT, OTHER CONTENT, NAMES, MARKS, OR INFORMATION PROVIDED BY WEBSITE SUPPLIER, USER OR PROVIDER, AND/OR USER INFORMATION (AS DEFINED BELOW) IN ORDER TO REMOVE, AVOID, OR REMEDY CLAIMS OF INFRINGEMENT. ANY SUCH ACTION BY WEBSITE SUPPLIER SHALL NOT BE DEEMED A BREACH OF THESE TERMS AND SHALL BE WITHOUT LIABILITY TO PROVIDER, USER, OR ANY THIRD PARTY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION. FOR CLAIMS OF LIABILITY AGAINST PROVIDER OR WEBSITE SUPPLIER THAT ARE BASED UPON SUCH COMMUNICATIONS, PROVIDER AND/OR WEBSITE SUPPLIER WILL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT DEFICIENCIES, IF ANY, IN COMMUNICATIONS SYSTEMS OWNED OR CONTROLLED BY PROVIDER AND/OR WEBSITE SUPPLIER. SUCH EFFORTS, SUBJECT TO THE LIABILITY LIMITATIONS IN THESE TERMS, COMPRISE THE EXCLUSIVE REMEDY OF USER AGAINST PROVIDER AND/OR WEBSITE SUPPLIER.

6. DISCLAIMER OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER AND WEBSITE SUPPLIER MAKE NO WARRANTIES TO USER IN CONNECTION WITH THE WEBSITE, THE CONTENT, AND/OR THE PRODUCTS AND DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR OTHERWISE. THE WEBSITE, THE CONTENT, AND THE PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SOME STATE LAWS MAY NOT PERMIT THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY. USERS SHOULD REVIEW THE LAWS OF THEIR STATES TO DETERMINE THE APPLICATION OF THE LIMITATIONS.

7. Disclaimer of Professional Services and Covenants

User agrees that Website Supplier, the Website, and the Content do not provide and are not engaged in the provision of professional medical, pharmacy, or other professional services and the Website and the Content do not comprise professional medical,

pharmacy, or other professional services. User covenants and agrees: (a) that Provider alone provides, is responsible for providing and will provide professional medical, pharmacy, and other professional services to User; (b) that any Products purchased by User or sold by the Provider that are restricted under applicable law have been duly and lawfully prescribed by the Provider in connection with professional medical, pharmacy, and other professional services provided by the Provider to User; (c) that User seeks and will seek from Provider (and not Website Supplier) professional medical, pharmacy, and other professional services in connection with the Website, the Content, and/or the Products, and User will not use Website Supplier, the Website, or the Content as a substitute for professional medical, pharmacy, and other professional services; and (d) that User is at least eighteen (18) years of age and is fully competent to enter into contractual relationships.

8. Indemnity

User will, at his/her sole cost and expense, indemnify, hold harmless, and defend the Provider, Website Supplier, and their respective members, directors, officers, employees, agents, and suppliers (all together, the “**Provider-Website Supplier Indemnitees**”) from and against all claims, demands, liability, actions, lawsuits, orders, and judgments (all together, the “**Claims**”) against one or more of the Provider-Website Supplier Indemnitees arising from one or more of the following: (a) breach of any of the Terms including, but not limited to, any License Term and/or any Acceptable Use Term, by the User; (b) the negligence or other wrongful act or omission of the User; (c) the use or abuse of the Website, the Content, and/or any of the Products by the User; and/or (d) violation of any law, rule, regulation, or order by the User. Provider or Website Supplier, as applicable, will give the User reasonable written or Electronic Notice of any written Claim subject to indemnification by User under these Indemnity Terms. User will undertake promptly defense of all Claims using counsel acceptable to the Website Supplier and Provider. If such defense is not undertaken promptly or is undertaken with counsel not acceptable to Website Supplier or Provider, Website Supplier or Provider, as applicable, may undertake such defense at the sole cost and expense of User. User shall not settle any Claim without the prior written consent of the Website Supplier and Provider.

9. User Information, License, and Covenants

Users will provide to Provider and Website Supplier all information and writings requested by, and in a format specified by, Website Supplier in order to permit User to use the Website and Content and/or to purchase and pay for the Products, to apply for, have, own, enforce, and/or maintain intellectual property, including, without restriction, trademarks, service marks, and copyrights, and/or to perform or enforce any of these Terms (all together, the “**User Information**”). User agrees, covenants and grants as follows: (a) that Provider and Website Provider will and may rely upon the User Information in order to permit User to use the Website and the Content and/or to purchase or pay for the Products, to perform or enforce any of these Terms, and/or for other purposes permitted in the Terms or applicable law, to apply for, have, own,

enforce, and/or maintain intellectual property, including, without restriction, trademarks, service marks, and copyrights; (b) Provider and Website Supplier are hereby granted a world-wide, non-exclusive, royalty-free, transferable, irrevocable, and perpetual license (with a right to sublicense third parties) to use, reproduce, copy, disclose, distribute, transmit, transfer, post, upload, display, adapt, modify, and make derivative works of the User Information in order to permit User to use the Website and the Content and/or to purchase or pay for the Products, to perform or enforce any of these Terms, to apply for, have, own, enforce, and/or maintain intellectual property, including, without restriction, trademarks, service marks, and copyrights, and/or for other purposes permitted by these Terms or applicable law; (c) User Information is complete and accurate and does not infringe the rights or property of third parties; (d) User owns the User Information and/or has all rights and consents necessary to perform the Terms, including, but not limited to, the right to grant the licenses and sublicenses under this section of the Terms; and (e) the User hereby consents to use of the User Information as described in the Terms and will provide written evidence of such consent as requested by Provider and/or Website Supplier from time-to-time.

10. Confidential Information

(a) Unless otherwise required by law, no information provided by User to Provider or Website Supplier, including, but not limited to User Information, is confidential information of the User. Information provided by the User may be used, disclosed, and copied by Provider or Website Supplier for any purpose permitted by applicable law and/or the Terms or otherwise, User hereby consents to and authorizes such use, disclosure, and copying, and User will provide written evidence of such consent and authorization as requested by Provider or Website Supplier from time-to-time. (b) The following information is and shall remain the confidential information and the sole and exclusive property of the Provider, the Website Supplier and/or their suppliers: (i) De-Identified Information; (ii) Content which is not publicly available without restriction, including, but not limited to, pricing; (iii) software programming code for the Website and Content; (iv) the Terms; and (v) other information designated by the Provider, the Website Supplier, or their suppliers as confidential information from time-to-time. If disclosed to User, such confidential information shall be used by User solely for the Purpose and shall not be copied or disclosed by User to third parties unless such copying or disclosure is approved in advance in writing by the owner of the confidential information. User has no interest or right in such confidential information except as expressly granted by the Terms and will return or destroy all copies of such confidential information in User's possession or control upon demand by the owner of such confidential information and/or upon termination of the Terms and/or any license to use such confidential information.

11. Acceptable Use

Website Supplier may terminate, deny, suspend or otherwise restrict access to or use of the Website or the Content by User, or terminate, in whole or in part, the Terms, if use, disclosure, or copying of the Website or Content by User, in the sole discretion of

Website Supplier violates the Terms, is objectionable or unlawful, and/or interferes with the functioning or use of the Website and/or the Content by Provider, Website Supplier or other Users. Violation of Acceptable Use Terms includes, but is not limited to, any one or more of the following: (a) accessing without permission or right the accounts, the Website, the Content, or computer systems of Provider, Website Supplier, or other persons, spoofing the URL, DNS or IP addresses of Provider, Website Supplier, or any other person, and/or penetrating the security measures of the Website or computer system or any other person's computer system, or to attempt any of the foregoing; (b) transmitting uninvited communications, data or information, or engaging in other similar activities, including, but not limited to, "spamming", "flaming" or denial of service attacks; (c) intercepting, interfering with or redirecting email or other transmissions sent by or to Provider, Website Supplier or others; (d) introducing into the Website and related networks viruses, worms, harmful code or Trojan horses; (e) engaging in conduct that is defamatory, fraudulent, obscene or deceptive; (f) infringing or otherwise violating Provider's, Website Supplier's, or any other person's copyright, trademark, patent, trade secret, proprietary, or other intellectual property rights; (g) engaging in any conduct harmful to the Website, the Content, the related networks, and/or other Users of the same; and/or (h) using the Website or the Content to violate or in violation of applicable law.

12. Miscellaneous

(a) The Terms are the entire agreement on the subject matter of the Terms, and they supersede all prior or contemporaneous agreements, representations, and understandings. (b) The Terms may be changed only by the Website Supplier in accordance with the Terms. (c) No waiver of any provision in the Terms shall be valid unless approved in writing by Provider and Website Supplier. (d) All obligations incurred by User under the Terms, including, but not limited to, Confidential Information Terms, Indemnity Terms, and License Terms shall survive termination of the Terms. (e) If User commences litigation, mediation, or arbitration of a dispute against Provider or Website Supplier in connection with the Terms, User shall pay the legal expenses and costs of Provider and/or Website Supplier, as applicable, including, but not limited to attorneys' fees and other costs of litigation, mediation or arbitration, if User does not prevail in such litigation. (f) The Terms may be assigned by Website Supplier, to a successor in interest without notice and/or to another person or entity by written notice or Electronic Notice to User. User may not assign the Terms without the prior written consent of the Website Provider. (g) In the event that any term of the Terms is held to be unenforceable, the unenforceable term shall be severed from the remainder of the Terms and the remaining enforceable Terms shall be effective. (h) Provider and Website Supplier shall not be liable to User for any failure or delay in performance due to causes beyond Provider's or Website Supplier's, as applicable, reasonable control, including, but not limited to, weather, fire, storm, flood, earthquake, or other acts of God, war, terrorism, embargo, boycott, strikes or other labor disputes, delays or failures in transportation, acts of government, civil, or military authority, delays or failures by suppliers, and other causes beyond Provider's or Website Supplier's, as applicable, reasonable control. Provider's and Website Supplier's, as applicable, time for

performance shall be extended by a period of time at least equal to the time period of the foregoing cause or causes. (i) The Terms shall be governed by and construed in accordance with the laws of the State of Texas, except laws concerning conflicts of law and venue for all permitted lawsuits and arbitrations in connection with these Terms shall be in Dallas County, Texas. User consents to personal jurisdiction of courts and arbitrations in Dallas County, Texas and will not object to such jurisdiction and venue. (j) In lieu of judicial resolution of disputes in connection with the Terms, other than Website Supplier claims for User breach of License, Indemnity, or Confidential Information Terms, or claims by Website Supplier for injunctive or other equitable relief in favor of Website Supplier, the User agrees to binding, final, confidential, non-class action commercial arbitration by the American Arbitration Association or JAMS, at the option of Website Supplier, of such disputes, subject to the Federal Arbitration Act, 9 U.S.C. sec. 1, et seq. The prevailing party in the arbitration may cause any court with jurisdiction to enter the final decision of the arbitrator(s) as a final judgment in accordance with applicable law. THE FOREGOING TERMS WILL WAIVE THE RIGHT TO FILE A LAWSUIT IN COURT, WAIVE THE RIGHT TO A JURY TRIAL AND BAR CLASS ACTION LAWSUITS. USER WILL NOT OBJECT TO SUCH WAIVERS AND BAR.