

## Website Terms and Conditions of Use

Effective September 25, 2019

### **PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEB SITE.**

Spencer Health Solutions, Inc. (the “Company”), owns and operates the [www.spencerhealthsolutions.com](http://www.spencerhealthsolutions.com) Web site, including any subdomains thereof (the “Web site”). BY USING THE WEB SITE, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS OF USE (THESE “TERMS”). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE WEB SITE. The Company may revise and update these Terms at any time. Content and features, including without limitation product pricing and availability, are subject to change or termination without notice in the sole discretion of the Company. When these Terms are modified, the Company will update the “last revised” date at the top of this page. While we may, in certain instances, ask you to confirm your consent to any changes or modifications, unless otherwise required by applicable law, your continued usage of the Web site will mean you accept any revisions to the Terms. As a result, please continue to review these Terms periodically and all applicable terms and policies to understand the terms that apply to your use of the Services. If you do not agree to the amended terms, you must stop using the Web site.

The Web site contains general information on the products and services we offer to assist with prescription medication management, as prescribed by a health care provider, and to provide health trends to you, caregivers, pharmacists, and other health care providers. Whether you are a user of our products or services, please note that this information does not take the place of the medical advice, diagnosis, or treatment from a health care provider. The information on this Web site should not be used for diagnosing a health problem or disease. Before using our products and services, you should discuss with your health care provider if using our products or services is appropriate for you. Before using our products or services with your medications, you should check product information contained with all medications (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications.

#### **1. Use of Content; Trademarks.**

a) The Web site contains copyrighted material, including, without limitation, text, software, photos, audio and video clips, graphics, illustrations, images, logos, and music and sound (the “Content”). You may download Content only for your personal use for noncommercial purposes and may not modify or further reproduce the Content. The Web site and the Content are protected by copyright, patent, trademark, and other intellectual property laws. The Company and third-party content providers also own (or have the right to use) intellectual property rights in the content original to them. Any use of the Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. Content may contain technical inaccuracies or typographical errors. All rights not expressly granted herein are reserved to the Company and its licensors. Your use of the Web site does not grant to you, ownership of any Content you may access on or through the Web site.

b) The trademarks, logos, service marks, and trade names (collectively the “Trademarks”) displayed on the Web site or on Content available through the Web site are registered and unregistered Trademarks of the Company and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders, including uses that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by the Company that appear on the Web site or on or through the Web site's products or services, if any, are the property of their respective owners. Nothing contained on the Web site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the

Web site without the written permission of the Company or the third party that may own the applicable Trademark. Any use of the Trademarks not expressly permitted by these Terms is a breach of these Terms and may violate trademark and other laws. Your misuse of the Trademarks displayed on the Web site or on or through any of the Web site's services is strictly prohibited. Your use of the Web site does not grant to you, ownership of any Trademarks you may access on or through the Web site.

c) If you violate any of these Terms, your permission to use the Content and Trademarks automatically terminates and you must immediately destroy any copies you have made of any portion of the Content or Trademarks, and we may, in our sole discretion and without prior notice to you, terminate your access to the Web site and block your future access to the Web site. You agree that the Company will not be liable to you or to any third party for termination of your access to the Web site as a result of any violation of these Terms.

## **2. Use of the Web Site.**

a) In your use of the Web site, you agree to act responsibly in a manner demonstrating the exercise of good judgment. For example and without limitation, you agree not to (i) use the Web site for any purpose in violation of local, state, national, or international laws including any export control laws; (ii) insert your own or a third party's advertising, branding, or other promotional content into any of the Content or use, redistribute, republish, copy, or exploit the Content in any way or for any further commercial or promotional purposes; (iii) infringe or violate the rights of any third party, including without limitation, intellectual property, privacy, publicity, or contractual rights; (iv) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses, or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Web site or the services offered on or through the Web site, including without limitation any information residing on any server or database connected to the Web site or the services offered on or through the Web site; (v) interfere with, interrupt, damage, disable, overburden, or impair the Web site, the Content, or the services made available on or through the Web site, including, without limitation, through the use of viruses, cancelbots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, or electronic mail address information or similar methods or technology; (vi) attempt to gain unauthorized access to any portion of the Web site or other computer systems through the Web site; (vii) misrepresent your relationship with, or impersonate, any other person or entity; (viii) link from any other Web site to this Web site or link this Web site to any other Web site; (ix) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or (x) assist any third party in doing any of the foregoing.

b) You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Web site or the Web site's services, or any Content thereof, or make any unauthorized use thereof. You agree that you shall not use the Web site in any manner that could damage, disable, overburden, or impair the Web site or interfere with any other party's use and enjoyment of the Web site or any of its services. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Web site.

c) With respect to your use of the Web site, you acknowledge and agree we may, but have no obligation to, monitor and retain all communications by you and that we may disclose information we have about you to comply with applicable laws and regulations, or should we investigate your use or any complaint about your use, including without limitation any legal action related to such use. You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances.

d) These remedies are in addition to any other remedies the Company may have at law or in equity. Further, if we do take any legal action against you as a result of your violation of these Terms, you agree the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company.

### **3. The Company Accounts.**

a) In order to access some features of the Web site, including place orders or make a customer service or support request, you may have to register for one or more Company accounts. When registering, you must provide accurate and complete information. You may never use another's account without permission. It is your sole responsibility to (i) control the dissemination and use of passwords; (ii) authorize, monitor, and control access to and use of your Company account and password; (iii) promptly inform the Company of any need to deactivate a password; and (iv) to use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You grant the Company and all other persons or entities involved in the operation of the Web site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Web site. The Company cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Company tools and services. You must notify the Company immediately of any breach of security or unauthorized use of your account.

b) Although the Company will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Company or others due to such unauthorized use. We recommend that you use a strong password for your account, never use the same password on multiple sites or services and change your password frequently.

### **4. Liability.**

a) THE USE OF THE WEB SITE AND THE CONTENT IS AT YOUR OWN RISK.

b) WHEN USING THE WEB SITE, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM THAT MAY BE BEYOND THE CONTROL AND JURISDICTION OF THE COMPANY AND ITS SUPPLIERS. ACCORDINGLY, THE COMPANY ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE WEB SITE. THE COMPANY ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR EQUIPMENT ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE WEB SITE OR YOUR DOWNLOADING OF ANY MATERIALS OR CONTENT FROM THE WEB SITE.

c) THE WEB SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. WE MAKE NO WARRANTY THAT THE WEB SITE OR THE PROVIDED PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS. NO ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE WEB SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE WEB SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE WEB SITE.

d) IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, ITS OFFICERS, ITS EMPLOYEES,

ITS AGENTS, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR INABILITY TO USE THE WEB SITE OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. ONE THOUSAND DOLLARS (\$1,000.00). THE COMPANY, ITS LICENSORS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE WEB SITE OR CONTENT. ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE WEB SITE OR ANY CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED. REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES AND TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

#### **5. User Submissions.**

By submitting to the Company via e-mail or the Web site any ideas, suggestions, concepts, methods, systems, designs, plans, techniques, business information, inventions, how-to, or product information or material relating to the Company's business, products, or services (collectively, "Ideas"), you: (a) agree such submission is nonconfidential for all purposes and the Company has no obligation of any kind with respect to such submission, (b) grant the Company an unrestricted, irrevocable license to use the Ideas for any purpose whatsoever, including to reproduce, display, perform, modify, transmit, create derivative works of, and distribute the Ideas, and (c) represent and warrant that you own or otherwise control all of the rights to the Ideas and that the Company is free to use the Ideas that you send us for any purpose. For the avoidance of doubt, "Ideas" does not include any data, information, drawings, files, etc., that you submit to the Company for the purposes of receiving customer support. The Company may sublicense its rights through multiple tiers of sublicenses. Notwithstanding anything herein to the contrary, the personal information you submit to the Company, including your e-mail address, is governed by the Company's Privacy Policy. Please review our Privacy Policy located at [www.spencerhealthsolutions.com/privacy](http://www.spencerhealthsolutions.com/privacy) as amended from time to time, for a complete description of how we handle personal information submitted in the process of ordering products or registering on the Web site.

#### **6. Rights Reserved.**

The Company reserves the right to refuse service, terminate your account or your access to the Web site or any of the Web site's services or features, and/or cancel orders in its sole discretion, including, without limitation, if the Company believes that customer conduct violates applicable law or is harmful to the interests of the Company.

#### **7. Links to Other Web Sites.**

THE COMPANY MAY PROVIDE LINKS TO THIRD-PARTY WEB SITES. THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT, PRODUCTS, SERVICES, OR OTHER MATERIALS OF LINKED THIRD-PARTY WEB SITES, AND DOES NOT MAKE ANY REPRESENTATIONS

REGARDING THEIR CONTENT, RELIABILITY, OR ACCURACY. THESE LINKS ARE PROVIDED SOLELY FOR CONVENIENCE TO YOU AND DO NOT IMPLY ENDORSEMENT BY THE COMPANY OF, OR ANY AFFILIATION WITH, OR ENDORSEMENT BY, THE OWNER OF THE LINKED SITE. YOUR USE OF THIRD- PARTY WEB SITES IS AT YOUR OWN RISK AND SUBJECT TO THE TERMS FOR SUCH WEB SITES. YOU ACKNOWLEDGE THAT THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO ANY LIABILITIES THAT YOU MAY INCUR WITH ANY OF THESE THIRD-PARTY WEB SITES OR VENDORS. PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS APPLICABLE TO YOUR PURCHASE OF GOODS FROM A THIRD PARTY.

#### **8. Product Orders.**

The Company is constantly improving its information, products, and services. Consequently, the Company cannot and does not guarantee the accuracy or completeness of the information, including prices, specifications, availability, and services, on the Web site. Prices are subject to change at any time prior to filling your order. Additional terms and conditions may apply to purchases of products, which are made part of these Terms, and to which you agree to comply.

#### **9. Online Payments.**

a) To the extent you utilize the Company's online payment services, you acknowledge that there cannot be a guarantee that communications or payment transactions conducted online will be absolutely secure. You further

b) acknowledge that there may be system failure that may limit your ability to use the online payment services. You agree to assume all risk and liability arising from your use of the Company's online payment services, including the risk of breach in the security of the communications or transactions you conduct with the Company online. THE COMPANY'S ONLINE PAYMENT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c) You are solely responsible for maintaining the confidentiality of your password, if any, and agree that the Company will have no obligations with regard thereto. You agree not to give your password to anyone. If you believe your password has been lost or stolen or someone has gained access to your password without your permission, contact us immediately. If you use a third-party vendor (or distributor) to pay your Company payment and you disclose to such vendor your username, password, and/or account number, the Company will not be responsible for the accuracy and timeliness of processing your payment.

d) For purposes of identification, payments, and marketing, you agree to provide the Company with current, accurate, complete, and updated information required for registration and/or online payment, including legal name, address, telephone number(s), and applicable payment data (e.g., credit card or bank account number). You agree to notify the Company immediately of any changes in your registration data. Proceeding with the registration process indicates your intent to comply with these terms and conditions. Please review our Privacy Policy.

e) By accepting these terms and conditions, you acknowledge that the Company may initiate an ACH debit or credit card debit to the payment account(s) that you have provided.

f) If you order any products from Company through the Web site, you hereby represent and warrant that you are 18 years old or older. You agree to pay in full the prices for any purchases you make either by credit/debit card concurrent with your online order or by other payment means acceptable to the Company. You agree to pay all applicable taxes. If payment is not received by us from your credit or debit card issuer



or its agents, you agree to pay all amounts due upon demand by us. The products that you purchase

g) from Company through the Web site may be subject to additional terms and conditions presented to you at the time of such purchase.

#### **10. Indemnity.**

You agree to defend, indemnify, and hold the Company, its officers, managers, members, employees, agents, licensors, advisors, and suppliers, harmless from and against any claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees resulting from or alleged to result from: (a) your use of and access to the Web site, or (b) your violation of any term of these Terms. This defense and indemnification obligation will survive these Terms and your use of the Web site.

#### **11. General.**

a) The Company's principal offices are in Durham, North Carolina, in the United States of America. The Company makes no claims that the Web site and the Content are appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and our products and services may not meet the regulatory requirements and medical practices in these countries. If you access the Web site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. We reserve the right to limit provision of our products or services to any person, geographic region, or jurisdiction. Any offer for any of our products or services on this Web site are void where prohibited.

b) The following provisions survive the expiration or termination of these Terms for any reason whatsoever: Liability, User Submissions, Rights Reserved, Indemnity, Jurisdiction, and Complete Agreement.

#### **12. Jurisdiction.**

a) You expressly agree that exclusive jurisdiction for any dispute with the Company, or in any way relating to your use of the Web site, resides in the courts of Wake County, North Carolina, and you further agree and expressly consent to the exercise of personal jurisdiction of such courts in connection with any such dispute including any claim involving the Company or its

b) affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

c) These Terms are governed by the internal substantive laws of the State of North Carolina, without respect to its conflict of laws principles. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

#### **13. GDPR**

If you are located in the European Union, please note that the you are the Data Controller with respect to the processing of your data pursuant to the EU General Data Protection Regulation ("GDPR"). When processing information through an account, the Company is the Data Processor, meaning that we collect and process such information solely on behalf of your behalf and disclose such information based on your directions. We may also use sub-processors as a routine part of our business. As a data controller, you agree to our use of GDPR compliant sub-processors. Terms undefined in this Section have the meanings provided for under GDPR.

Our responsibilities as a Data Processor. If you, as an EU citizen and Data Controller, use the Web site or the services offered on or through the Web site, then the Company has certain responsibilities under GDPR with respect to the storage of your personal information, and which we need to comply with, including:

- a) **Managing Data Processing** – The Company has clear documentation on where our data comes from, how it is stored, and where it goes after we get it. The Company will only process personal data on instructions from the controller and inform the controller if it believes said instruction infringes on the GDPR.
- b) **Authorized Use of Sub-Processors** – The Company uses sub-processors as a routine part of offering our Service. It is the responsibility of the Company to ensure our subcontractors comply with GDPR, and we will comply with those rules. As a Data Controller, your agreement to our use of sub-processors is part of these Terms and Conditions and a requirement for you to use the Web site or the services offered on or through the Web site.
- c) **Maintain Records of Processing Activities** – The Company is unique in the level of detail we record and display to you about data processing activity in your account.
- d) **Notification of Breach** – The Company will comply with the GDPR with respect to any data breach.

#### **14. Language of the Terms**

The language of these Terms is English. Where the Company has provided a translation of the English version of these Terms, you agree that the translation is provided for your convenience only and that the English language version of these Terms will govern your relationship with the Company. If there is any contradiction between what the English language version of these Terms says and what a translation says, then the English language version will take precedence.

#### **15. Privacy Policy**

Please refer to our Privacy Policy for information about how the Company collects, uses, stores and discloses personally identifiable information from its users. You understand and agree that if you post any content, information or material of a personal or private nature in your profile or in any public areas of the Web site or post or provide to the Company any information or content which is intended to be shared with other users, such content, information and materials will be shared with others accordingly, and you hereby consent to such sharing. You understand that by using the Web site you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States or any other country in which we process your data or make the Web site available. You also consent to receive emails from us in connection with the use or promotion of the Company.

#### **16. Complete Agreement.**

These Terms and the Company's Privacy Policy constitute the entire agreement between you and the Company with respect to the use of the Web site and Content.

Thank you for your cooperation. Questions or comments regarding the Web site should be directed to [info@spencerhealthsolutions.com](mailto:info@spencerhealthsolutions.com)