

## TERMS AND CONDITIONS OF USE

### General

These General Terms and Conditions (“Terms”), govern your use of the services, information and Content (collectively, the “Services”) provided by Heritage Health Solutions, Inc (“Heritage”) for the Heritage Web Portal (the “Portal”) identified as [www.hhspharmacy.com](http://www.hhspharmacy.com).

### Accepting the Terms

By using the Portal, you agree to be bound by these Terms and by any amendments in effect at the time of your visit. Within the extent that you use the Services, prior to any amendment to the Terms, the Terms in effect at the time that you used the relevant Services will continue to be in effect solely with respect to your prior use of those Services. You understand and agree that if you use the Services after the date on which the Terms have changed and Heritage has not received any written objection from you, Heritage will treat your use as acceptance of the updated Terms.

### Your Submissions and Activities General

You represent and warrant that you have all the rights necessary to copy, disclose and post anything that you submit to the Portal, and that you have the authority to bind any entity that you represent. You further represent and warrant that all information submitted by you is true and accurate at the time of submission and to the best of your knowledge.

You are expressly prohibited from placing any Content on the Portal (including any e-mail message or any chat board posting) that is unlawful, threatening, defamatory, obscene, or otherwise objectionable material of any kind, including without limitation, any material that would give rise to civil liability or otherwise violate any applicable local, state, national or international law. You agree and acknowledge that Heritage is not responsible or liable to you or any other party or User of the Portal for any conduct by you or any other party or User of the Portal.

### Your Use of the Portal

Without limitation of the other prohibitions in these Terms, you are prohibited from:

- Posting any incomplete, false or inaccurate information;
- Otherwise using the Portal in violation of federal law or the applicable state, local or international laws in Heritage's or your jurisdiction;
- Using your password for any unauthorized purpose including permitting any third party to use your User Name and Password in lieu of registering on the Portal;
- Otherwise using the Portal in violation of federal law or the applicable state, local or international laws in Heritage's or your jurisdiction.

- Aggregating, copying or duplicating in any manner any of the Content available from the Portal unless expressly permitted;
- Attempting to gain unauthorized access to any portion or feature of the Portal, or any other systems or networks connected to the Portal or to any Heritage server, or to any of the Services offered on or through the Portal, except in accordance with these Terms;
- Otherwise using the Portal in violation of federal law or the applicable state, local or international laws in Heritage's or your jurisdiction.

### **Links to Other Portal**

The Portal may contain links to or framed Content from other Portals, which are provided solely as a convenience to you. Heritage is not responsible for the availability of external Portal, framed Content or resources linked to the Portal, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such Portal or resources.

### **Privacy**

Heritage does not sell or rent your personal information to third parties for its marketing purposes, and we only use your information as described in the Heritage Privacy Policy.

### **Security of Data Transmission and Storage**

Electronic communications through the Portal or using the Heritage Services may not be secure. You acknowledge that there is a risk that data, personal information, communications and personal data, may be accessed by unauthorized third parties when communicated between you and Heritage or between you and other parties.

### **Disclaimer of Warranties**

The Portal and the Content are provided on an "AS IS" and "AS AVAILABLE" basis. USE OF THE PORTAL OR THEIR CONTENT AND ANY RELIANCE ON THEM WILL BE AT YOUR OWN RISK. HERITAGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY OR REPRESENTATION, WHETHER ORAL, IN WRITING OR ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR USEFULNESS OF THE PORTAL OR OF ANY CONTENT PROVIDED THROUGH THE PORTAL.

### **Disclaimer of Liabilities**

HERITAGE SHALL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY AS A MATTER OF PRODUCTS

LIABILITY, NEGLIGENCE, CONTRACT, TORT OR OTHERWISE, OR FROM ANY USE OF OPERATION OF ANY METHODS, PRODUCTS, INSTRUCTIONS OR IDEAS CONTAINED IN THE PORTAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW. HERITAGE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS INCURRED IN CONNECTION WITH USE OF THE PORTAL OR ANY OF THE MATERIALS PROVIDED BY HERITAGE OR THIRD PARTIES THROUGH THE PORTAL, OR ANY DAMAGE OR LOSS CAUSED BY INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, OR DELAYS IN PERFORMANCE OF THE PORTAL, REGARDLESS OF THE CLAIM OR AS TO THE NATURE OF THE CAUSE OF ACTION, EVEN IF HERITAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

### **Indemnification**

You will assume liability for claims and liability for personal and property damage arising from your negligent acts and omissions and those of your employees/users acting in the scope of their employment:

(1) in the use of the Portal or (2) the failure of you and your employees acting in the scope of their employment to observe and abide by any of the terms or conditions of the Portal. This assumption of liability is coextensive and in accordance with the liability of the Government under the FTCA, 28 U.S.C. §§ 2671-2680. Claims for tort damages will be submitted and adjudicated in accordance with the procedures of the FTCA and applicable State and federal law. Neither Party will be responsible or liable to the other for any damage arising from any claim to the extent attributable to any acts or omissions of other users of the Portal.

### **Intellectual Property Rights in Content**

The Content and Services are furnished by Heritage or a third-party provider or webcaster and are intended for the personal use of Heritage's Users. All rights are exclusively reserved to Heritage and its contributors and licensors. You acknowledge that the web portal may contain information, communications, photos, text, video, graphics, music, sounds, images, and other materials, which are provided by Heritage or by contributors or licensors of Heritage (collectively, "Content"). You agree and acknowledge that the Content and use of the Portal is protected by copyright, trademark and other intellectual property laws, that these rights are valid and protected in all media now existing or later developed, and that as specifically provided in this Agreement. Your use of the Content shall be governed and constrained by applicable copyright, trademark, and other intellectual property laws.

The Portal and Content are protected by copyright as a collective work and/or compilation, and as individual works, as the case may be, pursuant to United States Copyright laws. Except as set forth in these Terms, you may not modify, adapt, translate, exhibit, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, perform, display, reverse engineer, decompile or disassemble, or in any way exploit, any of the Content of the Portal, in whole or in part.

## **Digital Millennium Copyright Act Compliance Policy**

It is our policy to promptly respond to claims of copyright infringement in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512, as amended) (the "DMCA"). If you believe that an infringing copyrighted work is accessible on the Portal, you may notify us by sending the following information to the address listed below:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright or other right being infringed;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of the material that you claim is infringing and where it is located on the Portal;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the use of the materials on the Portal of which you are complaining is not authorized by the copyright owner, its agent or the law; and
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or intellectual property owner or are authorized to act on

We will process and investigate all notices of alleged infringement as required by the DMCA, and will remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity. When we remove or disable access to any material claimed to be infringing, we may attempt to contact the supplier of such material in order to give that supplier an opportunity to respond to the notification. If the supplier of the material gives a counter-notification claiming that the use is authorized, we may reinstate the material in question, and we will furnish that counter-notification to the complaining party, and will give the complaining party an opportunity to seek judicial relief under the DMCA before we replace or restore access to any materials. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you contact an attorney before providing a counter-notification.

## **Trademark Information**

Heritage, and the Heritage trademark and logos, are registered trademarks of Heritage Health Solutions, Inc. Other trademarks are owned by Heritage and/or its affiliated entities or are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of Heritage or the owner of such marks.

## **Amendments to Services and Termination**

Heritage reserves the right to modify or discontinue, temporarily or permanently, any Service (or any part thereof) with or without notice. You agree that Heritage, in its sole discretion and with or without notice, may terminate your access to any or all Services, and remove and discard any information or Content within a Service. Heritage may, in its sole discretion, terminate or

suspend your access to all or part of the Portal for any reason, or for no reason whatsoever including, without limitation, for breach of these Terms.

Heritage reserves the right, in its sole discretion, to change, modify or relocate the Terms. Heritage may amend the Terms at any time by posting the amended Terms on the Portal. Heritage will post notice of changes to the Portal 30 days prior to the date such changes will take effect. Terms will automatically be effective 30 days after they are initially posted on the Portal if you do not provide Heritage with written objections to the changes within such 30 day notice period.

These Terms are governed by the laws of the great state of Texas without reference to any conflict of law principles. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity of any remaining provisions. In these Terms, the term 'including' means 'including without limitation'.

Except as otherwise expressly provided for in these Terms, these Terms set forth the entire agreement between you and Heritage regarding the subject matter of these Terms, and supersede all prior promises, agreements or representations, whether written or oral regarding such subject matter.

Effective Date of General Terms and Conditions: February 1, 2013

## **Privacy Statement**

Heritage Health Solutions, Inc. ("Heritage") is committed to complying with all laws that protect the privacy of your information, and such laws will prevail over any conflicting provisions of this Privacy Statement.

Heritage provides you with access to its Web Portal associated with Heritage's products and services (in this Privacy Statement, references to expressions such as "us" and "we" are be deemed to be references to Heritage, its parent, subsidiaries and affiliates). In order to provide you this information and access to the Web Portal, enhance your overall service experience, and for other reasons set forth below, Heritage may share in certain cases, with certain of its affiliates all or portions of the Customer information gathered through your use of this Web Portal as described below.

We are committed to complying with all laws that protect the privacy of your information and have created this Privacy Statement to demonstrate our firm commitment to individual privacy. Consequently, any applicable privacy laws will prevail over any conflicting provisions of this Privacy Statement.

Our information-gathering and dissemination practices for this Web Portal are set forth below.

### **Personal Info & Its Use**

We collect your IP address and use this information to help diagnose problems with our server, to administer the Web Portal and to provide you the products and services for which you have contracted. Our Portal's Customer Service On-line Request form requires users to provide contact information (a valid email address, First Name, Last Name, and Telephone Number).

We do not commercially market, sell, or trade this information to any outside companies. We reserve the right to transfer this information pursuant to a sale, merger, or transfer of all or the majority of Heritage's stock or assets without notice to you. In addition, we reserve the right to disclose any information collected through the Web Portal pursuant to a court order subpoena issued by a court with proper jurisdiction.

### **Links**

The Web Portal may contain links to other sites. We are not responsible for the privacy practices or content of such web sites.

### **Change/Modify**

We may, in our sole discretion and without notice, change, modify or relocate this Privacy Statement. It is your responsibility to periodically review this Privacy Statement for changes. Heritage may amend the Privacy Statement at any time by posting the amended Privacy Statement on the Portal.