

TERMS AND CONDITIONS OF USE

General

These General Terms and Conditions (“Terms”), together with our Privacy Policy, govern your use of the services, information and the content (the “Content”) provided by Heritage Health Solutions, Inc. (“Heritage”) for, through and on the Heritage Web Portal (the “Portal”) identified as www.hhspharmacy.com (collectively, the “Services”).

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.

You are also responsible for ensuring that all persons who access the Portal through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We recommend that you print a copy of these terms of use for future reference.

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

We only use your personal data as set out in our 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 all Content therein 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 OF PROPRIETARY RIGHTS 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. WITHOUT LIMITING THE FOREGOING, HERITAGE MAKES NO REPRESENTATION OR WARRANTY THAT CONTENT LOCATED ON THE SITE IS FREE FROM ERROR OR SUITABLE FOR ANY PURPOSE; NOR THAT THE USE OF SUCH CONTENT WILL NOT INFRINGE ANY THIRD PARTY RIGHTS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE ACCESS OR OBTAIN CONTENT THROUGH THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT HERTIAGE WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA THAT RESULTS THEREFROM.

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, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHERWISE, EVEN IF HERITAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. HERITAGE'S LIABILITY, AND THE LIABILITY OF HERITAGE'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF: (I) THE AMOUNT OF FEES YOU PAY TOO HERITAGE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (II) \$10.00.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

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. You agree to indemnify and hold Heritage and Heritage's parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from and against any claim, demand, cause of action, actions, suits, proceedings, judgements, order, damages, liabilities, losses and expenses (including attorneys' fees) arising out of:

- your use of the Portal;
- your violation of any law;
- your violation of the rights of a third party;
- any content created, published or otherwise made available by you on the Portal
- 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: June 1, 2019

Links

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

We Are Not Responsible For Viruses And You Must Not Introduce Them

We do not guarantee that our site will be uninterrupted or error free, secure or free from bugs or viruses. Heritage shall not be liable for any feature not being accessible or for any unavailability of our site and services. Further, we do not guarantee that files available for downloading through our site will be free or infection or viruses or other code that may have contaminating or destructive properties.

You are responsible for configuring your information technology, computer programs and platform to access our site and for implementing sufficient procedures and checkpoints to satisfy your particular requirements for integrity, security and accuracy of data input and output, and for maintaining a means external to the site for the reconstruction of any lost data. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under 18 U.S.C. § 1030 and/or various other computer crime laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules About Linking To Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of

association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact communications@heritagehealthsolutions.com.

Minors

We do not provide information or services to minors. If you are under the age of 18 you may only use this site with the active involvement of a parent, guardian or other supervising adult. In all cases, the adult will be the user and will be responsible for any and all activities on the site.

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.