

Terms & Conditions

Health Mart Digital Portfolio (“HMDP”) Basic Prescription Refill and Prescription Transfer Requests by a Patient

Effective Date – November 10, 2022

The HMDP website and applicable mobile application (“app”) is provided by Health Mart Systems, Inc. (“**Health Mart**”) and its Business Associates, as part of the Health Mart franchise program.

The HMDP is operated by Health Mart in conjunction with a Business Partner. The HMDP is being offered to help provide a consistent online experience for consumers that provides information and services that patients are expecting in today’s digital world. It will provide patients and users with general store information (location, phone, services, hours) and the ability to track prescriptions, order refills and pharmacy related services (“**Services**”) at their local Health Mart pharmacy via the HMDP.

Use of any applicable mobile app is subject to the applicable HMDP Terms & Conditions. Your use and access to the HMDP is subject to your agreement with all the HMDP Terms & Conditions of use as set forth below (including the HMDP Privacy Policy). These HMDP Terms & Conditions together with our Privacy Policy constitute the agreement between you and Health Mart regarding use of the HMDP (“**Agreement**”).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE HMDP. BY ACCESSING OR USING THE HMDP, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS BELOW. PLEASE PRINT A COPY OF THESE TERMS & CONDITIONS FOR YOUR REFERENCE.

SCOPE

This HMDP Terms & Conditions of use applies only to the HMDP that consists of the following websites:

- healthmart.com
- my.healthmart.com
- pharmacy.healthmart.com
- mypharmacy.healthmart.com
- pharmacystores.healthmart.com

Any applicable HMDP mobile App will be available for download on Google Play and/or the Apple AppStore.

These HMDP Terms & Conditions of use of the HMDP are conditional upon you completing the steps required during customer registration.

Health Mart retains the right to terminate these HMDP Terms & Conditions of use at its sole discretion upon notice to you.

By agreeing to the HMDP Terms & Conditions of use of the HMDP you acknowledge that Health Mart may use other business associates, vendors, and subcontractors in providing the services contemplated hereunder.

By agreeing to these HMDP Terms & Conditions of use of the HMDP, which you will do by electronically checking a box to indicate your acceptance of the terms contained herein, you acknowledge and agree that you have carefully read, and fully understand all of the terms and conditions of HMDP Terms & Conditions of use of the HMDP, and enter into this HMDP Terms & Conditions of use of the HMDP freely, knowingly, and without coercion, intending to be legally bound thereby. If you download one of our mobile applications, these HMDP Terms & Conditions constitute an end-user license agreement, and you agree to act in accordance with the end-user license agreements and policies made applicable by your wireless carrier and operating system software provider (including as listed within their respective app stores).

The HMDP is an enhanced digital experience for pharmacies and patients. On the HMDP landing page patients can request prescription transfers from other pharmacies or send prescription refill requests via fax to the pharmacy.

You authorize Health Mart and their designees, including their business associates, vendors, and subcontractors to use and disclose all necessary pharmacy and patient data, including but not limited to personal health information to allow the HMDP Services to be provided to the pharmacy and patients (the “**Delivered Data**”) (collectively, the “**Authorization**”).

You shall promptly advise Health Mart in writing of the existence of any restrictions upon the use or disclosure of any Delivered Data. All Delivered Data shall be used by Health Mart pursuant to this Agreement. We shall be permitted to use the Delivered Data for the uses set forth in the Agreement and shall have the right to de-identify Delivered Data as set forth in the Agreement. The HMDP may provide educational tools and other resources for consumers, including adherence tools, based on the prescription drugs consumers are taking.

You must provide accurate, truthful, and complete contact information and other information about you, or such other registration application. You must advise Health Mart of any changes to such information as soon as is reasonably possible. From time to time, Health Mart may modify, in its sole discretion, the information required from you for your application for registration. Upon such a modification by Health Mart and notice to you, you must provide the additional or updated information to Health Mart within a reasonable period of time, as requested.

HMDP CONTENT AND ACCESS

Health Mart reserves the right without prior notice to discontinue any services or content available on the HMDP, or otherwise change specifications at any time without incurring any obligations to you or any other party.

SUBMISSIONS

Should you send Health Mart any HMDP postings, feedback or data, such as ideas, comments, and suggestions or questions regarding any Health Mart product or service (including the HMDP), such information will not be given confidential treatment. Neither Health Mart nor your pharmacy will have any obligation of any kind to you with respect to any postings, feedback, or data that you submit. Your submission of such postings, feedback and data affects an assignment to Health Mart of such material (along with any underlying or related ideas, concepts, techniques and know-how) and you agree to assign and hereby assign all such postings, feedback and data to Health Mart without charge. As the sole and exclusive owner of such postings, feedback and data, Health Mart will be free to reproduce, copy, use, disclose and distribute the information to others including without limitation incorporating your postings, feedback or data (and any underlying or related ideas, concepts, techniques and know-how) into any Health Mart product or service or the HMDP without compensation to you of any kind.

LICENSE AND RESTRICTIONS

Patient and user access to the HMDP will require patients and users to register to use and access the HMDP, which registration will be subject to the HMDP Privacy Policy and HMDP Terms & Conditions governing the use and access of the HMDP, including without limitation any customized content or platform. Use of and access to any customized content and platform will also be subject to any specific terms and policies, including without limitation to this HMDP Terms & Conditions of use and HMDP Privacy Policy. Health Mart and its business associates, vendors reserve the right to terminate or suspend access to the HMDP and/or the customized content by any patient or users without notice in the event Health Mart reasonably believes a violation of any applicable agreement or policies has occurred.

You may view, print and use content contained on the HMDP solely for your own personal use, provided that: (1) it is used for informational and non-commercial purposes only; (2) no text, graphics or other content available from the HMDP is modified or framed in any way; and (3) no graphics available from the HMDP are used, copied or distributed separate from accompanying text. The use of any content for commercial purposes is expressly prohibited. Nothing in this Agreement is intended to, or may be construed as, conferring by implication, estoppel or otherwise any license or other grant of right to use any patent, copyright, trademark, service mark or other intellectual property of Health Mart or any third party, except as expressly provided in this section.

You may not send unsolicited messages (e.g. spam) through the HMDP, or post or submit information containing viruses, or any computer programs that result or may result in the damage, interference with or interception or expropriation of the HMDP, or any related system, software, hardware, data or other information.

You may not use any robot, spider or other automatic device or manual process to monitor or copy the HMDP web pages or any content contained on or available through the HMDP, including without limitation the content.

You may not copy, market, distribute, export, translate, reverse engineer, transmit, merge, modify, transfer, adapt, loan, rent, lease, sell, assign, share, redistribute, host, hyper-link to, frame, store, or permit access to **all or part of** the HMDP or your customized content by any person other than your authorized employees and representatives or your registered patient, as applicable.

Health Mart retains the right, but is not obligated, to store and monitor any activity and content on any system operated by Health Mart, including without limitation the HMDP, and the right to disclose such activity and content to third parties, including without limitation law enforcement officers. You may not permit third parties to access the HMDP or use any HMDP content and may not make any other use of the HMDP or any HMDP content except as set forth in this Agreement.

You must adhere to all applicable local, state, and federal laws in accessing and using the HMDP, including but not limited to those laws and regulations regarding:

- court ordered publication bans;
- restrictions on publishing, printing, distributing, possessing, selling, advocating, promoting, or exposing, obscene or threatening material, child pornography, or hate propaganda;
- restrictions on the use of trademarks or trade names, or any work which is protected by copyright, trade secret, patent, or other intellectual property laws, including software; and
- restrictions on defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, including without limitation the Health Insurance Portability and Accountability Act (HIPAA), violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

You must comply with all HMDP access policies, including without limitation the HMDP HMDP's Terms & Conditions of use, HMDP Privacy Policy, and, to the extent you use the mobile application component of HMDP.

Access to the HMDP may be monitored from time to time. Your use of the HMDP constitutes your consent to such monitoring and data collection as set forth in our Privacy Policy.

You acknowledge and agree (1) that your use of the HMDP is at your own discretion and risk; (2) that use of any material, information or data downloaded or otherwise obtained through the use of the HMDP is at your own discretion and risk; (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred; (4) you are responsible for all activity under any username assigned to your account; (5) you have the sole responsibility for ensuring the confidentiality of the username and password for your account; and (6) you will be responsible for (a) obtaining and maintaining all computer hardware, software and communications equipment necessary to access the HMDP via an Internet website, mobile enhanced website, or a mobile application, and (b) paying all third-party telecommunications or other charges incurred by you while using the HMDP. You agree to immediately notify Health Mart of any unauthorized use of your account or any username assigned to your account and any other breach of security of which you become aware.

THIRD-PARTY WEBSITES

The HMDP may contain links to, or be accessed through links on, websites managed and operated by or on behalf of third-party pharmacies (including your pharmacy) or other third-party entities. These third parties are separate and independent entities and are not agents of Health Mart. Health Mart does not have control over such third-party websites or the content of such websites. As a result, Health Mart does not have responsibility for the information, misinformation, errors, availability, operation or performance of any such third-party website to which the HMDP may link or from which the HMDP may be accessed.

OWNERSHIP

The HMDP content, including without limitation software, graphics, images, text, logos, video or audio clips, digital downloads, data or other materials, all of which are proprietary to the Health Mart pharmacy, Health Mart, its affiliates or its business associate or vendors and which are protected by copyright, trademark and other intellectual property laws. You may not directly or indirectly use, reproduce, or display any trademarks associated with the HMDP. Health Mart has the right to terminate this Agreement immediately upon notice of misappropriation of any trademarks associated with the HMDP. You acquire no right, title or interest in the HMDP or any copyrighted works, trademarks or any other intellectual property, or any individual software, graphics, images, text, data or other materials components, except the limited license granted above. Any unauthorized use of our marks or of our copyrighted material or trade dress or any other intellectual property is strictly prohibited and may be prosecuted to the fullest extent that the law provides. The compilation of all content on the HMDP, as well as the original arrangement, organization, design, formatting, trade dress, look and feel of the HMDP is also the exclusive property of the Health Mart pharmacy, Health Mart, or their respective affiliates or vendors and is also protected by United States and international intellectual property laws.

Copyright © 2009-2022 Health Mart Systems, Inc. All rights reserved.

Health Mart or its affiliates are the owner of the trademarks HEALTH MART®, RX HEALTH MART PHARMACY®, MCKESSON®, YOURHEALTHSM TRUSTED INDEPENDENT PHARMACISTS™. Other graphics, logos, button icons, and service names appearing on the HMDP are also the distinctive and protected trademarks, service marks, or trade names of Health Mart or its affiliates. The HMDP may contain various third-party names and marks that are the property of their respective owners.

You must maintain the confidential nature of all Confidential Information, defined below, during the term of this Agreement and at all times after the termination of this Agreement and may not use such Confidential Information for your benefit (except as expressly permitted under this Agreement), or for the benefit of any third party. You must exercise the same degree of care and protection with respect to the Confidential Information as used to maintain the confidentiality of your information that you deem confidential. You will use at least a reasonable degree of care and protection and will only disclose the Confidential Information to your employees on a need-to-know basis. “**Confidential Information**” includes, without limitation, the HMDP and any other Health Mart information regarded as confidential and proprietary by Health Mart or its business associate or vendors that is reasonably protected as such,

regardless of whether such information is identified as confidential or proprietary in writing. Notwithstanding the above, nothing in this Agreement restricts your right to disclose or use any information that you can reasonably document (i) was already known to you at the time of Health Mart's disclosure to you, as evidenced by written documents in your possession, without an obligation of confidentiality, (ii) was generally available to the public or becomes publicly known through no wrongful act by you, (iii) was received by you from a third party who had a legal right to provide it to you, or (iv) was developed by you independently of the Confidential Information you receive from Health Mart. In the event you are required to disclose Confidential Information pursuant to a valid request from a court of competent jurisdiction, you must notify Health Mart in a timely manner before providing any Confidential Information in order to enable Health Mart to seek an appropriate protective order and cooperate with Health Mart in seeking to obtain such an order. Any such disclosure must be limited to the specific information required and you must use reasonable efforts to obtain confidential treatment of any Confidential Information required to be disclosed. Your obligations as to Confidential Information shall continue until such time as such Confidential Information is no longer maintained as confidential by Health Mart.

NO ENDORSEMENTS

Reference to any pharmacy, product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by Health Mart. Any views expressed by third parties on the HMDP are solely the views of such third party and Health Mart assumes no responsibility for the accuracy or veracity of any statement made by such third party.

DISCLAIMERS & LIMITATIONS

Neither Health Mart nor its business associate or vendors are a party to, nor is Health Mart or its business associate or vendors otherwise involved in, any transactions entered into by you and any pharmacy, even if such transaction occurs via the customized content. Furthermore, neither Health Mart nor its business associate or vendors shall be liable for any dispute that arises between you and any pharmacy or third party.

The content on the HMDP is to be used for informational purposes only. You acknowledge that the content is in no case to be used as a substitute for professional medical advice nor is it intended to be relied upon by any person or entity, including any consumer, for purposes of medical diagnosis or treatment. Health Mart or its business associate or vendors shall use commercially reasonable efforts to ensure the accuracy of the content, but neither Health Mart, its affiliates, nor its business associate or vendors guarantees the sequence, accuracy, or completeness of the content and shall not be liable in any way to you, or anyone else to whom the content may be furnished, for any delays, inaccuracies, unavailability, errors or omissions in the content. Such content is relied upon at your own risk and sole discretion.

Neither Health Mart, its affiliates, nor its business associate or vendors shall have any liability for any claim based upon the use or combination of the HMDP with other information or content not provided by or approved by Health Mart or its business associate or vendors or for the use of any release other

than a current, unaltered release of the HMDP. You will have no right or authority, at any time, to make any representation or commitment on behalf of Health Mart, its affiliates or its business associate or vendors, or to make any representations or warranties, guarantees or commitments to any third party with respect to the HMDP.

The HMDP, and any content and services provided, and any responses, materials or information provided, received, accessed, processed, uploaded or downloaded on, through, to or from the HMDP, and access to the same, are provided "as is," "where is," and "with all faults" and without any warranties, representations or conditions of any kind, whether express, implied, statutory or otherwise including any representations, warranties or conditions of merchantable quality, fitness for a particular purpose, title, non-infringement, or those arising from a course of dealing or usage of trade. Without limiting the generality of the foregoing, neither Health Mart, its affiliates, nor its business associate or vendors makes any representation, warranty or condition that the HMDP will be available at any given time, that it will operate uninterrupted or error-free, that defects will be corrected or that you will be able to use the HMDP correctly.

Neither Health Mart, nor their respective vendors, affiliates, suppliers nor business associates is responsible for any virus or damage to your computer, computer software, or any loss of data that may result from use of the HMDP or access to any content or services. Neither Health Mart warrants or make any representations regarding the use or the results of the use of the materials in the HMDP in terms of their correctness, accuracy, reliability, or otherwise. Neither Health Mart, its affiliates, nor its business associate or vendors shall have any responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communication.

While Health Mart takes commercially reasonable efforts to protect the privacy and confidentiality of your information and transactions, Health Mart cannot ensure any internet transaction is completely secure. Health Mart and its vendors use industry standard technology to help protect against the loss, misuse, and alteration of the information under Health Mart's control; however, Health Mart does not guarantee that such loss, misuse, or alteration will not occur.

The HMDP may be unavailable from time to time due to mechanical, telecommunication, software, and third-party vendor failures. Health Mart cannot predict or control when such downtime may occur and cannot control the duration of such downtime. As a result, Health Mart cannot and does not have any liability for such failures.

Reasonable efforts are taken to ensure the accuracy and integrity of information and related materials provided by Health Mart on the HMDP, but Health Mart is not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical or other errors. Information and related materials are subject to change without notice.

No advice or information from Health Mart or the pharmacy in any manner will create any warranty as to the HMDP or any product, service, or material available through the HMDP. If for any reason you are not satisfied with the HMDP or its content, your sole remedy is to cease using the HMDP or such content, even if such remedy should fail of its essential purpose.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Health Mart will strive to provide you with notice of any patient and users requests or preferences related to the patient and user's data as it relates to use of the HMDP and Services. However, you are solely responsible for ensuring that your use of customer data is lawful, including without limitation any data that you may otherwise have or collect outside the scope of the HMDP.

LIMITATION OF LIABILITY

IN NO EVENT SHALL HEALTH MART, ITS BUSINESS ASSOCIATE OR VENDORS, SUPPLIERS, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU, OR ANY CONSUMER, OR ANY OTHER THIRD PARTY, FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR FOR ANY PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC, SPECIAL, INDIRECT, DIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, (i) INJURY TO PERSONS, ANY LOSS OF USE, INFORMATION, DATA, OR LOSS OF EXPECTED SAVINGS, OR (ii) ANY DAMAGES WHATSOEVER RELATING TO YOUR USE OF HMDP (INCLUDING CONTENT AND SERVICES), CUSTOM CONTENT, OR INTERRUPTION, DELAYS, ERRORS, OMISSIONS, OR PENALTIES IN ANY WAY RELATED TO THIS AGREEMENT, THE HMDP, REGARDLESS OF THE CAUSE OF ACTION IT ARISES FROM, INCLUDING BUT NOT LIMITED TO, BREACH OF CONTRACT, WARRANTY, TORT, DELAYS, INCONVENIENCE, NEGLIGENCE, STRICT LIABILITY, PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, OR OTHERWISE, EVEN IF HEALTH MART, ITS BUSINESS ASSOCIATE OR VENDORS, SUPPLIERS OR AFFILIATES HAVE BEEN ADVISED AS TO THE POSSIBILITY OF THOSE DAMAGES OR IF SUCH LOSSES OR DAMAGES WERE OTHERWISE REASONABLY FORESEEABLE.

IN ANY EVENT, THE MAXIMUM TOTAL AGGREGATE LIABILITY OF HEALTH MART, ITS BUSINESS ASSOCIATE OR VENDORS, SUPPLIERS OR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIM OR DAMAGE WHATSOEVER, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, MISREPRESENTATION, OR OTHER TORTS (INCLUDING, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY, SHALL NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000), WHICH SHALL BE YOUR SOLE REMEDY EVEN IT IF SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW.

You understand that these limitations form a part of the basis of the bargain in allowing you to use the HMDP.

REPRESENTATIONS & COVENANTS

YOU REPRESENT, WARRANT AND COVENANT THAT: (1) YOUR REGISTRATION ON THE HMDP ENROLLMENT FORM AND THE RELATED INFORMATION YOU PROVIDE ON YOUR APPLICATION IS TRUE, ACCURATE AND COMPLETE IN ALL MATERIAL RESPECTS; (2) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (3) YOU WILL USE THE HMDP ONLY FOR LAWFUL PURPOSES AND IN ACCORDANCE WITH ALL LOCAL, STATE, FEDERAL, AND INTERNATIONAL LAWS, REGULATIONS AND ORDINANCES, INCLUDING WITHOUT LIMITATION HIPAA.

YOU FURTHER WARRANT AND COVENANT THAT YOU WILL (1) NOT INTERFERE WITH A THIRD PARTY'S USE AND ENJOYMENT OF THE HMDP; (2) NOT INTERFERE WITH OR DISRUPT HEALTH MART'S OR ITS BUSINESS ASSOCIATE OR VENDORS' SECURITY MEASURES; (3) NOT INTERFERE WITH OR DISRUPT NETWORKS CONNECTED TO THE HMDP, AND WILL COMPLY WITH ALL REGULATIONS, POLICIES AND PROCEDURES OF SUCH NETWORKS; (4) COMPLY WITH UNITED STATES LAW REGARDING THE TRANSMISSION OF TECHNICAL DATA EXPORTED FROM THE UNITED STATES AND ALL APPLICABLE LAWS AND REGULATIONS REGARDING USE OF CONSUMER DATA; (5) NOT CREATE ANY DERIVATIVE WORKS BASED ON, OR IN ANY OTHER MANNER DUPLICATE, PRINT, REPRODUCE, OR MAKE COPIES OF ANY ASPECT OF THE HMDP, INCLUDING THE WEB PAGES, OR ANY UNDERLYING SOFTWARE RELATED TO THE HMDP, EXCEPT AS MAYBE EXPRESSLY PERMITTED BY THIS AGREEMENT, AND IN NO EVENT FOR PURPOSES OF DISTRIBUTION TO THE PUBLIC BY SALE, ASSIGNMENT OR OTHER TRANSFER OF OWNERSHIP, OR BY RENTAL, LEASE OR LENDING; (6) NOT DECOMPILE, DISASSEMBLE, TRANSLATE, OR OTHERWISE REVERSE-ENGINEER THE HMDP OR ANY PART OF THE HMDP; (7) NOT OBTAIN OR USE THE SOURCE CODE FOR THE HMDP IN WHOLE OR IN PART; (8) NOT PERFORM PUBLICLY OR PUBLICLY DISPLAY ANY ASPECT OF THE HMDP OR ANY UNDERLYING SOFTWARE RELATED TO THE HMDP, EXCEPT AS PERMITTED ON A CUSTOMIZED HMDP, AND (9) NOT USE THE HMDP (i) IN AN OFFENSIVE MANNER TOWARDS ANY INDIVIDUAL OR PERSON, (ii) FOR POLITICAL PURPOSES, (iii) TO HARM OR EXPLOIT MINORS IN ANY WAY, (iv) TO POST, SUBMIT OR TRANSMIT UNLAWFUL, HARMFUL, TORTUOUS, DEFAMATORY, PROFANE, LIBELOUS, HATEFUL OR OTHERWISE OFFENSIVE MATERIAL, (v) IN A RACIALLY, ETHNICALLY OR OTHERWISE IMPERMISSIBLY DISCRIMINATING MANNER, (vi) TO POST OR REFERENCE OBSCENE, PORNOGRAPHIC, INDECENT OR ILLEGAL MATERIALS, (vii) TO DISCUSS, INCITE OR OTHERWISE SOLICIT ILLEGAL ACTIVITY, OR (viii) IN ANY MANNER THAT INFRINGES UPON THE RIGHTS OF ANY INDIVIDUAL OR OTHER PERSON, INCLUDING, BUT NOT LIMITED TO INTELLECTUAL PROPERTY, PUBLICITY OR PRIVACY RIGHTS.

Health Mart may, but shall have no obligation to, access and review all information and data provided by you for compliance with the terms of this Agreement or otherwise as set forth in the applicable Privacy Policy.

INDEMNITY

You are solely responsible for the access to, selection and use of the HMDP and all items, statements or other content transmitted, posted, received or created using your Key(s), even if transmitted, posted, received or created by someone else. You unconditionally agree to defend, indemnify and hold harmless Health Mart, its business associate or vendors and affiliates, and their respective directors, officers, employees, consultants, representatives and agents, from and against any and all damages, losses, claims, liabilities, costs and expenses (including reasonable legal fees and costs) arising, made, suffered, awarded against or incurred, directly or indirectly, by any of them from or in connection with: (i) your breach of this Agreement or any of your representations, warranties or covenants in this Agreement; (ii) your, or your employee's or representative's, use, misuse or operation of the HMDP; (iii) any transaction entered into between you and a pharmacy; (iv) your violation of any applicable law, including without limitation any privacy or data security law or regulation; and (v) your use or misuse of any pharmacy data. Notwithstanding the foregoing, Health Mart, its business associate or vendors and affiliates reserve the right to participate reasonably in the defense of any such claim subject to your indemnification obligation.

SEVERABILITY

Any provision of this Agreement that is illegal, invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and will be modified to the minimum extent necessary to make such provision legal, valid and enforceable while maintaining the intentions of the parties. Should such modification prove to be impractical or impermissible, the offending provision will be severed from the balance of this Agreement, without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

FORCE MAJEURE

Health Mart has no obligation to perform under this Agreement to the extent and for the period that Health Mart is prevented from doing so by any cause beyond its reasonable control, including the inability to use or the failure of any third-party telecommunications carrier or other services.

TERMINATION

This Agreement commences as of the date that you submit your application for registration to access and use the HMDP and agree to this Agreement and will continue until otherwise terminated under this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice. This Agreement will automatically terminate, regardless of Term, in the event your franchise relationship with Health Mart terminates.

Without limiting any other rights or remedies available to Health Mart under this Agreement, at law or in equity, this Agreement shall immediately terminate if any of the following occurs:

- Bankruptcy or insolvency proceedings are taken by or against you or if a receiver, trustee, or other similar person is appointed over your assets;

- After receiving notice in writing from Health Mart, you fail to immediately observe or perform any of your obligations under this Agreement; or
- You do not complete the registration process accurately or your request is not accepted by Health Mart for any reason.

ASSIGNMENT OF AGREEMENT

You may not assign this Agreement without the prior written consent of Health Mart. Health Mart may assign this Agreement without your prior written consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States, without regard to conflicts of laws principles. This Agreement and access to the HMDP shall be deemed to have been performed and occurred in the State of Texas and the courts of that State shall have exclusive jurisdiction to entertain any action arising under this Agreement. You hereby irrevocably submit to the exclusive jurisdiction and venue of the state courts of the State of Texas, located in Dallas County, and the federal courts located in Dallas County and waive any objections as to personal jurisdiction, venue and forum nonconveniens.

COMMUNICATION

If you have questions or concerns about this HMDP Terms & Conditions and the HMDP's posted Privacy Policy, please contact us at: Privacy@McKesson.com.

You may also write to us at:

McKesson Corporation, ATTN: Privacy Officer (Privacy Notice)

Health Mart Digital Portfolio

2 National Data Plaza NE, 3rd Floor

Atlanta, GA 30329

Privacy@mckesson.com

INTERPRETATION

The division of this Agreement into Sections and the insertion of headings are for convenience or reference only and shall not affect the construction or interpretation of the Agreement. Unless the context otherwise requires, words using the singular include the plural and vice versa, and words importing gender includes all genders. When used in this Agreement, the word "including" (or includes)

means “including (or includes) without limitation.” Any reference in this Agreement to a “person” will be deemed to include an individual, corporation, partnership, trust, unincorporated organization, government and the heirs, executors, administrators, or other legal representation of an individual.

AMENDMENT AND WAIVER

Health Mart reserves the right to modify this Agreement at any time. Should any revisions be made, Health Mart will give notice to users by posting a notice regarding the revisions on the HMDP, and the new revisions will be effective as of their posting. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Health Mart. By accessing or using the HMDP after such revisions are posted you agree and consent to all such revisions.

ENTIRE AGREEMENT

This HMDP Terms & Conditions and HMDP’s Privacy Policy constitute the entire agreement between the parties with respect to the access to and use of the HMDP, and supersede all prior written or oral negotiations, agreements, representations and other communications between the parties with respect to the HMDP, provided that the parties acknowledge they are subject to other agreements covering different subjects areas, including the Health Mart Franchise agreement, and such agreements shall remain in effect. This Agreement will inure to the benefit of Health Mart’s successors, assigns and licensees.

By clicking “**I Agree**”, you affirmatively agree to be bound by this Agreement, including without limitation the HMDP Terms & Conditions and the posted HMDP Privacy Policy, which applies to the Internet website, mobile enhanced website, and mobile applications. If you do not agree to be bound by this Agreement, including without limitation the HMDP Terms & Conditions (including End User Agreement) and the HMDP Privacy Policy, do not agree to this Agreement and you will not submit your request to access HMDP.