

# Terms of Use Agreement

THIS AGREEMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES.  
PLEASE READ IT CAREFULLY.

## 1. SCOPE OF AGREEMENT

This Terms of Use Agreement ("Agreement") by and between Union Health Service, Inc. ("we", "us", "our" or "UHS") and you ("you" or "your") governs your use of the unionhealth.org web site ("Site") together with all information, content, materials and services made available to you through the same by us and/or third parties (which together with the Site shall be collectively referred to as the "Services"). By using or otherwise accessing the Service, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to this Agreement, do not access or use the Service in any manner.

When we refer to the "use" of the Services in this Agreement, we mean any actual or attempted access or use of the Services, including, without limitation, any transmission, exchange of information or communication associated with the Services. The Site is not intended as a medical advice to any specific person. If you need personal advice or have any questions regarding your health, please consult your primary care physician.

We may add, delete or modify any of our Services at any time in our sole discretion. We may similarly change this Agreement at any time and we will notify you of any changes by posting the changes on the Site. Changes will take effect once we notify you ("effective date"). You can always obtain a current copy of this Agreement at any time on our Site. If any change is not acceptable to you, you must stop using the Services. Your use of the Services after the effective date shall constitute your acceptance of such changes. If any new products or services become available, they will be considered a part of the Services and your use of them will be governed by the terms and conditions of this Agreement unless we notify you that different terms and conditions apply. You must also comply with any additional terms which apply to third-party content, material, information, software or other services.

## 2. INFORMATION AND PASSWORDS

You may be required to provide us with certain information in order to obtain access to and use of certain features and functions of the Services including, without limitation, your name, telephone number(s), prescription information and e-mail address for orders placed for prescription refills via the Services. You represent, warrant and covenant to us that any and all Information and any other information or data you provide to us, is and will be true, accurate and complete when given to us, that in providing such information to us you will not knowingly omit or misrepresent any material facts or information. You further consent and authorize us to verify your Information as required for your use and access to the Services, as applicable.

You are solely responsible for maintaining the strict confidentiality of your personal information or identification (ID) and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Services using

your IDs. You agree to immediately notify us if you become aware of any unauthorized use of your IDs or other need to deactivate an ID due to security concerns.

### **3. ACCESS TO AND USE OF THE SITE**

You may not use or allow others to use, your IDs and/or the Services, directly or indirectly, nor upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Services, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Services; and/or (d) infringes any intellectual property, proprietary rights or confidentiality obligations of others. You are solely responsible and liable for any such activity, behavior, use and conduct. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your IDs.

You also may not use, nor allow others to use, your IDs, the Services, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Services or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Services, or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the Services.

You are prohibited from violating or attempting to violate the security of the Services, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Services or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Services or service to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences which may involve such violations and may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

### **4. INTELLECTUAL PROPERTY**

The items displayed or otherwise made available via the Services (directly or indirectly), including, without limitation, all text, graphics, images, logos, button icons, programs, software and other data, content, information and materials, tangible and intangible, and all intellectual property rights in and to the same. You have no rights in or to such Material and you will not use any Material, except as specifically permitted under this Agreement. Unless otherwise specifically set forth on the Site or we give you written permission, you may only use and access, download and copy the Material (and print a single copy) for your personal use, and you will not alter, erase or otherwise obscure our copyright, proprietary or other notices on the Material. You may not do or allow anyone else to do anything with the Material which is not specifically permitted under this Agreement. You acknowledge and agree that the Material is

made available for informational and educational purposes only without representation or warranty of any kind, is not a substitute for medical advice, and unless otherwise specifically specified on the Site, should not be construed as an endorsement by or representation of the opinions of UHS. We do not give medical advice. Your reliance upon Material obtained by you on or through the Services is solely at your own risk. You agree to comply with all notices and requirements accompanying third-party Material. All rights not expressly granted in this Agreement are reserved to us.

## **5. LINKS**

The Services may provide third-party links to other Internet sites or resources through the Patient Resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any Content, advertising, products, services or other materials on or otherwise made available via such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services made available on or through any such site or resource.

## **6. DISCLAIMER OF WARRANTY**

The Site and its information are provided to you on an “As Is, As Available” basis, and your use of the information is entirely at your own risk. Except as specifically set forth in this agreement, we have no representations or warranties of any kind regarding the site and the information or service provided, or your access to or use of any of the foregoing. We make no representation or warranty that any material, content or services displayed on or offered through the site, and/or our service are accurate, complete, appropriate, reliable, or timely. We also make no representations or warranties that the services or information provided in this Site will meet your requirements and/or access to and use of the site and services or information will be uninterrupted or error-free, free of viruses, malicious code or other harmful components or otherwise secure. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

## **7. LIMITATION OF LIABILITY AND RELEASE**

To the maximum extent permitted by applicable law, UHS shall not be liable to you or any third party for any direct, indirect, incidental, special exemplary, punitive, or consequential damages, or any other form of damages in any manner arising out of or in connection with this agreement or your use of the Site and its services or information, regardless of the form of action or the basis of the claim or whether or not UHS has been advised of the possibility of such damages. In the event you have any dispute with one or more third parties as a result of your use of the material or the services provided in this Site, you hereby release and covenant not to sue or otherwise make a claim, demand or file any legal action or institute any legal or regulatory proceedings against use, our officers, directors, employees, and contractors from, for any claims, actions, demands, or damages (whether direct, indirect, special, incidental or consequential) of whatever kind or nature, known or unknown, suspected or unsuspected, whether foreseeable or not, disclosed or undisclosed.

## **8. INDEMNIFICATION**

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your IDs. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

## **9. TERMINATION**

We may terminate this Agreement, restrict, suspend or terminate your access to and use of the Services immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies which are available to us. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use or access the Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Services. Upon the effective date of any such termination, your right to access and use the Services shall immediately cease.

## **10. PRIVACY STATEMENT**

Union Health Service, Inc. will not share any information you provide us through this web site with any other entity without your consent.

Please download our Privacy Policy. This document contains our policy regarding privacy according to Health Insurance Portability and Accountability (HIPAA) rules and regulations.