

Terms of Use

Effective Date: March 21st, 2022

1. SCOPE OF THIS POLICY

Thank you for visiting www.PrescriberPoint.com (the “Site”) owned and operated by PrescriberPoint Corp. (referred to as “PrescriberPoint,” “us,” “our,” “we”). These Terms of Use (these “Terms”) constitute a legal agreement between you and PrescriberPoint in respect of your use of our Site and the services offered therein.

2. WARRANTY DISCLAIMER

This Site is a beta site with functionality that will continually be refined. Testing is the only purpose behind using the Site and any interaction with the site is for purposes of analyzing user use patterns and gathering feedback and this is not intended as a commercial site in final form.

While we try to maintain the timeliness, integrity and security of the Site, the Site may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Site. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. Furthermore, PrescriberPoint will be sending beta updates for this Site and such beta updates are explicitly subject to these Terms.

WE PROVIDE THE SITE ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO GUARANTEE THAT THE SITE WILL REMAIN UPDATED, COMPLETE, CORRECT, OR SECURE OR THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SITE OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SITE. YOU USE THE SITE, INCLUDING IN ITS BETA FORM, AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS AND OTHER TERMS, WHICH MAY APPLY TO THE SITE AND SITE DATA, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD-PARTIES WITH RESPECT TO THE SITE AND ALL INFORMATION, AND CONTENT.

NO INFORMATION OR ADVICE OBTAINED THROUGH THE SITE, OR AFFIRMATION BY US, BY WORDS OR ACTIONS, SHALL CONSTITUTE A WARRANTY. WE ALSO MAKE NO PROMISES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT THE CONTENT INCLUDED ON THE SITE IS ACCURATE, COMPLETE, UP-TO-DATE, OR RELIABLE, AND IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU FOR LOSSES ARISING OUT OF YOUR RELIANCE ON THE SITE (INCLUDING ANY LOSS

OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, PERSONAL INJURY/WRONGFUL DEATH, OR LOSS OF BUSINESS OPPORTUNITY).

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

3. AGREEMENT TO TERMS

By creating an account, providing information to us (by any means, whether in correspondence, via our Site, or otherwise), signing these Terms, or continuing to use our services, you acknowledge that you have read, understood, and agree to be bound by these Terms. You “sign” and accept these Terms by clicking “I agree” on the account creation screen or signing an applicable separate legal agreement that specifically references these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SITE AND YOU MUST PROMPTLY CEASE USING IT.

THE SITE DOES NOT PROVIDE MEDICAL ADVICE. THE CONTENT OF THIS SITE IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. RELIANCE ON ANY CONTENT OF THIS SITE IS SOLELY AT YOUR OWN RISK.

BY AGREEING TO THESE TERMS, YOU EXPRESSLY AGREE TO THE ARBITRATION OF ALL DISPUTES (AS DEFINED BELOW) AS FURTHER DESCRIBED IN THIS PARAGRAPH AND IN SECTION 20.2 BELOW.

4. CHANGES TO THESE TERMS

These Terms are effective as of the date above and will remain in effect until new terms supersede them. We reserve the right, at our sole discretion, to amend these Terms at any time so you should check this page periodically. The most recent version of these Terms will be reflected by the “Effective” date noted at the top of the page. As applicable, we will notify you of material changes to these Terms when you next access the Site (we may also email you about any material changes to these Terms). To the extent permitted under applicable law, we reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Site (or any part of them) with or without notice.

5. CHILDREN AND OUR SERVICES.

The Site is not intended for users under the age of 13. We do not knowingly or intentionally gather personal information about visitors who are under the age of 13. If you are under 13, or the age of consent in your country, do not use our services, access the Site, or provide any information about yourself including, without limitation, your name, address, email address or any screen name or user name you may use, unless you possess legal parental or guardian consent. If you are aware of, or suspect that, someone under the age of 13 is using the Site without permission, please notify us immediately by contacting us as detailed below. If we learn

that we have collected or received personal information from a child under 13 without verification of parental consent, in compliance with the Children’s Online Privacy Protection Act, we will purge such information from our database and cancel the corresponding accounts. If you have questions or concerns about the Internet and privacy for your child, we encourage you to check out the FTC Guidelines for protecting your child’s privacy online.

6. CREATION OF YOUR ACCOUNT; ACCOUNT RIGHTS.

6.1. An account may be required to use certain parts of the Site (an “Account”). Certain information is required in order for you to establish an Account. All of the information you provide to PrescriberPoint must be accurate and complete. You agree to keep this information up to date; failure to do so may result in termination of your Account or an inability to access the Site.

6.2. You represent and warrant that: (i) you will be the only person accessing the Site through the Account you create, (ii) you will keep your Account credentials, including password, secure, and (iii) you will notify PrescriberPoint of any suspected breach of security or unauthorized use of your Account. You are responsible for all actions that are performed with, by or under your Account credentials whether done by you or by others. We are not liable for any damages that result from unauthorized Account access or use.

6.3. The Site offers specific functionality that may be subject to regulation under applicable laws, ordinances, rules or regulations (“Applicable Laws”). Before you create an Account, you should ensure your use of the Site complies with Applicable Laws.

6.4. Your Account is not transferable or sublicensable to third parties. You obtain no ownership rights in the Site or any content contained therein by creating an Account. Instead, you are given a license to use our Site in accordance with these Terms. The license to the Site, and any information regarding your use of the Site, will be valid so long as you remain in compliance with these Terms. However, we may retain and use the information about your use of the Site as set forth in our Privacy Policy and our other policies.

6.5. Your Account is for your personal use only. You may not authorize others to use your Account, and you may not assign or otherwise transfer your Account to any other individual.

6.6. It is solely your responsibility to keep your Account information and password secure. You acknowledge that PrescriberPoint is not liable for third-party access to your Account that results from theft or misappropriation of your user name and password including any activities that occur using your Account after any improper access event, theft or misappropriation.

7. YOUR ACCESS TO THE SITE

7.1. *Internet Access.* When using the Site on your mobile, laptop, desktop or other device (your “Device”), you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device through a Wi-Fi or LTE data communication network and (ii) any Internet connection and telecommunications fees and charges that you incur.

7.2. *Your Device.* PrescriberPoint is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Site, including, but not limited to screen display operation features of your Device.

7.3. *No Guarantee.* Your access to the Site may be suspended temporarily and without notice (a) in the event of system failure, (b) for maintenance or repair, (c) where we reasonably suspect there has been a breach of these Terms, (d) for reasons reasonably beyond our control, or (e) as otherwise explained in these Terms.

8. PERMITTED USE AND RESTRICTIONS

8.1. *License Grant.* Subject to the terms and conditions of these Terms, PrescriberPoint hereby grants you a limited, non-exclusive, , non-transferrable, non-sublicensable, non-assignable license to access and use the Site (including updates and upgrades that replace or supplement them in any respect and which are not distributed with a separate license, and any documentation) solely for your personal use on a Device that you own or control or, in the event you are a health care practitioner or authorized by a health care practitioner to access and use the Site, for your internal business purpose on a Device that such health care practitioner owns or controls. Information provided by you will be stored using a third party web hosting service and this license is subject to agreements we have with such third party web hosting service. You understand that information and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. You agree that it is your responsibility, and not ours, to obtain and use third party software products that support encryption and other security protocols compatible with such protocols (if any) that may be used by us from time to time in connection with the Site. We reserve all other rights, which are not expressly granted in these Terms.

8.2. *License Use Restrictions.* You may not access or use the Site in any way that is not expressly permitted by these Terms. You may not: (a) cause, permit or authorize the modification, copy, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Site; (b) sell, assign, rent, lease, or grant rights in the Site, including, without limitation, through sublicense, to any other person or entity; (c) use the Site for any unlawful, prohibited, abnormal or unusual activity as determined by PrescriberPoint in its sole discretion; or (d) use the Site in any way not intended by PrescriberPoint.

8.3. *Your Use of the Site.* In the event you use the Site to access other third party application, websites or services, you remain subject to the terms of such application, website or service. As PrescriberPoint does not control the content, privacy policies, or practices of any third party applications, services or websites, we encourage you to read (and you must comply with) such application, service or website's terms and policies. PrescriberPoint is not responsible for your use or misuse of any third party applications, services or websites. PrescriberPoint is not responsible for the content of linked third-party sites, sites framed within the PrescriberPoint Site, third-party sites provided as search results, or third-party advertisements. PrescriberPoint does not make any representations and expressly disclaims any warranty regarding their content or accuracy.

8.4. *Investigations.* You are solely responsible for the use of your Account, how you use the Site and your interactions with third parties through your use of the Site. We may, but are not obligated to, monitor or review our Site at any time. If we become aware of any possible violations by you of these Terms or applicable law, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Site pursuant to Section 11 below. You understand and agree that PrescriberPoint may, but is not obligated to, review and delete (without notice) any information that PrescriberPoint in its sole discretion determines violates these Terms, violates the rights of another person or entity, or which might be offensive, illegal or threaten the safety of others.

8.5. *Use Restrictions of these Terms.* You must not use (or permit a third-party to use) the Site: (a) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Site or any operating system used by the Site, (b) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users, (c) to collect or harvest any information or data from the Site or our systems or attempt to decipher any transmissions to or from the servers running the Site, (d) via use of a robot, spider, or other automated device to monitor or copy the Site or any information provided by the Site, (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms, (f) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam), or (g) for any other purpose that is to PrescriberPoint's or its customers' or partners' detriment or commercial disadvantage. You acknowledge and agree that you are solely responsible, and PrescriberPoint has no responsibility or liability to you or any other person or entity for, any breach by you of these Terms or for the consequences of any such breach. You agree to promptly report to PrescriberPoint any violation of these Terms by others.

8.6. You agree not to provide inaccurate, misleading, or false information, including personal information, to PrescriberPoint or to any other user. If information provided by you, including personal information, to PrescriberPoint or another user subsequently becomes inaccurate, misleading, or false, you will promptly update the information. PrescriberPoint is not responsible nor is PrescriberPoint obligated to review any information, including any personal information, provided by you for its accuracy. In addition to the terms set forth herein, you agree NOT to provide us with any protected health information (i.e. information regarding medical conditions, diagnosis, or treatments), including, but not limited to demographic data that relates to:

- a) an individual's past, present or future physical or mental health or condition;
- b) the provision of health care to an individual;
- c) the past, present, or future payment for the provision of health care to an individual; or
- d) any information that identifies an individual or for which there is a reasonable basis to believe it can be used to identify the individual.

9. INFORMATION ON THIS PLATFORM IS NOT PROFESSIONAL ADVICE

All data, information, text, graphics, links, and other material on this Site, whether created by PrescriberPoint or obtained from PrescriberPoint's licensors, are provided as a convenience to our Site visitors. The information provided on this Site is for general informational and educational purposes only and is not intended to serve as medical or other professional advice and is not to be used for diagnosis or treatment of any condition or symptom. You understand and agree that we are not a medical provider and do not make clinical, medical, or other decisions related to your healthcare and any information provided on this Site does not constitute the provision or practice of medical or professional health care advice or services. You further acknowledge and agree that any treatments, procedures, information, medications, medical device or other products or any other information referenced on the Site, content, documentation, or materials were provided by third parties and were not vetted, verified for accuracy or completeness, or reviewed by qualified professionals and are for informational purposes only and are not intended as a recommendation or endorsement of any course of treatment, procedure, information, medication, medical device, or product and that the ultimate responsibility for diagnosing and treating you rests with your medical provider. Reliance on the Site and the content is solely at your own risk. Information provided on the Site DOES NOT create a doctor-patient relationship between you and any of the health professionals affiliated with the Site (if any). THE INFORMATION MADE AVAILABLE ON OR THROUGH THE SITE, CONTENT, DOCUMENTATION, OR MATERIALS SHOULD NOT BE RELIED UPON WHEN MAKING MEDICAL DECISIONS OR TO DIAGNOSE OR TREAT A MEDICAL CONDITION.

You should consult your physician or other qualified health care provider regarding any specific questions you may have. You should never disregard professional advice or delay in seeking treatment based on the information contained on this Site or other websites linked to or from it. You will only look to your medical provider for medical advice and, as between you and PrescriberPoint, your medical provider is solely responsible for all decisions and actions taken or not taken involving your care, utilization management, and quality management for your healthcare services resulting from, or in any way related to, the Site. If you think you may have a medical emergency, call your doctor or 911 immediately. PrescriberPoint does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by PrescriberPoint, PrescriberPoint employees, others appearing on the Site at the invitation of PrescriberPoint or other visitors to the Site is solely at your own risk.

You acknowledge and agree that we are not covered by and therefore, are not compliant with, The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations. You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Site may not be appropriate for the storage or control of access to sensitive data, such as medical or health information and “protected health information” (also known as PHI) as defined under HIPAA. We specifically disclaim any representation or warranty that the Site, as offered, complies with HIPAA. We do not sign “business associate agreements” and you acknowledge that we are not a business associate, subcontractor, or agent of yours pursuant to HIPAA.

10. USER CONTENT AND SUBMISSIONS

Any feedback, comments, or suggestions you provide to us regarding the Site (“Submissions”), you acknowledge and agree that: (i) such Submissions will be considered non-confidential and non-proprietary; (ii) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose Submissions via the Site or otherwise to third-parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer or sublicense such rights; (iii) we may have something similar to the Submissions already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

11. MARKETING COMMUNICATIONS AND YOUR PRIVACY CHOICES

By agreeing to these Terms or using the Site, you agree to receive communications from us, including via email, text message, or telephone. Communications from us may include operational communications concerning marketing materials or responses to your inquiries.

Message and data rates may apply. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

If you no longer want to receive our newsletter, emails or other marketing communications, you may unsubscribe at any time by following the “unsubscribe” link at the bottom of our emails, replying to any text message from PrescriberPoint or its third party designee with the word “STOP”, or by emailing us as detailed below.

With exceptions, you may be able to view, amend, or delete your information by contacting us as detailed below.

12. PRIVACY

These Terms also incorporate the terms of our privacy policy (as updated from time-to-time), which is available at <https://www.prescriberpoint.com/privacy> (the “Privacy Policy”). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy. By agreeing to these Terms, you are also agreeing to the Privacy Policy and you consent to (a) the processing of your personal information as explained in the Privacy Policy and (b) the collection of information from your device as explained in the Privacy Policy. To the extent there is an inconsistency between these Terms and the Privacy Policy, these Terms shall govern.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. *Trademarks.* The “PrescriberPoint” name and logo are trademarks and service marks of PrescriberPoint. You do not have the right to use any of our trademarks, service marks or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws.

13.2. *Ownership.* You acknowledge that all intellectual property rights to PrescriberPoint, the Site, and PrescriberPoint's trademarks and copyrights, whether registered or unregistered, including but not limited to rights in graphics, logos, "look and feel," ownership of all intellectual property rights relating, the Site, trade dress, structure, organization, code, any Site-related software, data, text, images, graphics, proprietary algorithms, logos, user interface, and videos displayed through the Site and all content in the Site and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of PrescriberPoint and/or our licensors, protected by intellectual property laws. You acknowledge and agree that PrescriberPoint, or its licensors, owns all right, title and interest in and to the Site, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Site are protected by U.S. and international copyright laws. Further, you acknowledge that the Site may contain information that PrescriberPoint has designated as confidential and you agree not to disclose such information without PrescriberPoint prior written consent. Nothing posted on the Site grants a license to any PrescriberPoint or our licensor's trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read on the Site is proprietary information protected by copyright or trademark unless otherwise noted and may not be used except with the written permission of PrescriberPoint or where indicated, our licensors. You are authorized to use PrescriberPoint content only as expressly authorized at the point of interacting with of such materials. Nothing in these Terms transfers ownership of such rights. When accessing the Site, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

14. COMPLIANCE WITH LAWS

You may use the Site only for lawful purposes. The Site is subject to, and you agree that you will at all times comply with, all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to the use of the Site.

You hereby represent, warrant, and agree that: (a) you are not listed by any federal or state agency as excluded, debarred, or otherwise ineligible for participation in any federal or state health care program, and that (b) you will not employ or directly contract with any individual or entity whom you know or should have known after reasonable inquiry: (i) has been convicted of a criminal offense related to health care, or (ii) is then currently excluded, debarred or otherwise ineligible for participation in any federal or state health care program (unless the individual has been reinstated to participation in Medicare and all other federal and state health care programs after being excluded because of conviction). PrescriberPoint shall have the right to terminate your access to the Site and/or your Account immediately and, notwithstanding anything contained in these Terms to the contrary, without penalty of any kind, upon becoming aware that you have been excluded or debarred, or at any time thereafter during which you continue to be excluded or disbarred, in our sole discretion. You shall indemnify and hold harmless PrescriberPoint including its governing bodies and any enterprise operating committee members, individually and collectively, and its officers, employees and agents, individually and collectively, from all liabilities, damages, costs, fines and expenses, including reasonable attorneys' fees, arising from a breach of this Section.

15. THIRD-PARTY SITE AND SERVICES

The Site may contain links to third-party websites and materials made available by third parties, including our third-party licensors, (collectively, “Third-Party Site”). You acknowledge that we have no control over, nor are we responsible for, these Third-Party Sites or locations, and any Intellectual Property Rights therein, their contents, accuracy, validity, timeliness, completeness, reliability, integrity, legality, usefulness, safety, actions, and/or availability. Certain Third-Party Sites are intended for educational and scientific research purposes only and you expressly acknowledge and agree that use of such Third-Party Site is at your sole risk. There is no warranty on the accuracy of the data provided by the Third-Party Site, and reliance on the data provided by the Third-Party Site shall be at your sole risk. Data provided on the Third-Party Site is not intended as a substitute for professional medical advice, diagnosis or treatment.

Certain Third-Party Sites may, among other things, be inaccurate, misleading or deceptive. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk. Nothing in this Agreement will be deemed to be a representation or warranty by us with respect to any Third-Party Sites.

We have no obligation to monitor Third-Party Sites, and we may block or disable access to any Third-Party Sites (in whole or part) through the Site at any time. In addition, the availability of any Third-Party Sites through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Sites, nor does such availability create any legal relationship between you and any such provider.

Your use of the Third-Party Site or locations will be governed by their terms and conditions and privacy policies (if any) (“Third-Party Terms”). It is your responsibility to read and comply with Third-Party Terms.

16. NOTICE FOR CALIFORNIA RESIDENTS PURSUANT TO CA CIVIL CODE SECTION 1789.3

Under California Civil Code Section 1789.3, California users of an electronic commercial service receive the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916-445-1254 or 800-952-5210.

17. INDEMNITY

To the fullest extent permitted under applicable law, you agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, employees and agents and their respective successors and assigns (the “Indemnified Parties”) harmless from and against any and all claims, demands, losses, causes of action, debt, judgments, awards, damages, liabilities, costs, fees, and expenses (including without limitation reasonable attorneys' fees and costs), to the extent that such action is based on, arises out of, or is in connection with: (a) your use of (or inability to use) the Site, or activities in connection with, the Site (including all Submissions by you through the Site); (b) your breach or violation or alleged violation of any of these Terms; (c) your violation of the rights of any third-party; or (d) any

other activities of yours accomplished using the Site. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties.

18. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SITE, OR YOUR INABILITY TO ACCESS OR USE THE SITE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SITE, OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT, TORT, OR STRICT LIABILITY, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF PRESCRIBERPOINT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole remedy for dissatisfaction with the Site including, without limitation, content on the Site, is to stop using the Site. Such limitation shall also apply with respect to any information or advice received through or advertised in connection with the Site or any links on the Site.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Site, or under these Terms whether in contract, tort (including without limitation negligence, strict liability and other actions in contract or tort) or otherwise, shall not exceed, under any circumstances, one hundred dollars (\$100). These limitations of liability shall apply even if a limited remedy fails of its essential purpose. You agree that any claim or cause of action arising under these Terms, in relation to our Site, or the performance or non-performance of the Site must be brought within one year after such claim or cause of action arises or be forever barred. The limitation of liability herein applies to all liabilities in the aggregate, including, without limitation, those resulting from your use or your inability to use the Site, or from any Third-Party Sites, including from any virus that may be transmitted in connection therewith, or any other matter arising from or relating to the Site.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, PRESCRIBERPOINT'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON PRESCRIBERPOINT'S CHOICE OF LAW PROVISION SET FORTH BELOW.

19. TERMINATION

We reserve the right to change, edit, suspend, delete and/or cancel any part of the Site, or may terminate these Terms, and/or your permission to use the Site immediately, without prior notice or liability, if: (a) you commit any breach of these Terms; (b) we discontinue the Site, (c) we are prevented from providing the Site for any reason, (d) if required by law, or (e) due to an event beyond our control.

On termination of these Terms for any reason: (a) all rights granted to you under these Terms will cease immediately, (b) you must immediately cease all activities authorized by these Terms (including your use of the Site), and (c) you acknowledge that we may restrict your access to the Site. Any provision of these Terms which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms, will survive the termination or expiration of these Terms and continue in full force and effect thereafter.

20. COMMUNICATION BETWEEN US

If you wish to contact us in writing, or if any condition in these Terms require you to give us notice in writing, you can send this to us by email using the contact details at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

21. DISPUTE RESOLUTION

21.1. *Governing Law; Jurisdiction.* These Terms are governed in all respects by the laws of Indiana, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. 47.1 the You and PrescriberPoint hereby submit and consent, except as otherwise provided below, to the exclusive jurisdiction of any state or federal court located within Marion county of the State of Indiana and irrevocably agree that all actions or proceedings between You and PrescriberPoint shall be brought, maintained and litigated exclusively in such courts, and each of You and PrescriberPoint waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court. Notwithstanding the foregoing, PrescriberPoint shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

21.2. *Binding Arbitration.* Any controversy, allegation, or claim that arises out of or relates to the Site, these Terms, our Privacy Policy, or any additional terms, whether heretofore or hereafter arising (collectively, a “Dispute”), except for any controversy, allegation, or claim that arises out of or relates to our actual or alleged intellectual property rights (an “Excluded Dispute”), shall be finally resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.

a) *Arbitration Procedures.* You and PrescriberPoint agree that, except as provided in Section (d) below, all Disputes, (each a “Claim”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a

written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in these Terms. In the event of a conflict between the terms set forth in this Section 20 (Dispute Resolution) and the JAMS Rules, the terms in this Section will control and prevail. The arbitrator or arbitral panel may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the foregoing arbitration provisions will remain in force.

Except as otherwise set forth in Section (d) below, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and PrescriberPoint will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (a) you and PrescriberPoint may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator, and (b) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

b) *Location.* The arbitration will take place in Marion county of the State of Indiana unless the parties agree to video, phone or internet connection appearances.

c) *Limitations.* You and PrescriberPoint agree that any arbitration shall be limited to the Claim between PrescriberPoint and you individually. YOU AND PRESCRIBERPOINT AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES, (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL, AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

d) *Exceptions to Arbitration.* You and PrescriberPoint agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (a) any Excluded Dispute, (b) any Claim related to, or arising from, allegations of theft, piracy, or unauthorized use, and (c) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

e) *Arbitration Fees.* If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we are initiating arbitration for a Claim, we will pay all

costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

f) *Severability.* You and PrescriberPoint agree that if any portion of this Section is found illegal or unenforceable (except any portion of Section (d)), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section (d) is found to be illegal or unenforceable then neither you nor PrescriberPoint will elect to arbitrate any Claim falling within that portion of Section (d) found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the County of Los Angeles, California, and you and PrescriberPoint agree to submit to the personal jurisdiction of that court.

22. OTHER IMPORTANT TERMS

22.1. *Assignment.* The rights granted to you under these Terms may not be assigned without PrescriberPoint's prior written consent, and any attempted unauthorized assignment by you shall be null and void.

22.2. *Severability.* If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of these Terms shall be given full force and effect.

22.3. *Attorneys' Fees.* The prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

22.4. *No Waiver.* Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by PrescriberPoint of any provision, condition or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

22.5. *Equitable Remedies.* You acknowledge and agree that PrescriberPoint would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

22.6. *Entire Agreement.* These Terms, including the documents referenced in these Terms, constitutes the entire agreement between you and PrescriberPoint with respect to the Site and supersedes any and all prior agreements between you and PrescriberPoint relating to the Site.

22.7. *Transfer.* We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

22.8. *Nature of Agreement.* No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship or other relationship between the parties or any of their affiliates is intended or created by these Terms. These Terms does not create any right that may

be enforced by a third party and neither party shall have the right, power, or authority under these Terms to create any duty or obligation on behalf of the other party.

23. CONTACT US

If you have questions or comments regarding these Terms, please contact us at support@prescriberpoint.com.