ScriptDrop Terms of Service

Effective July 2019

1. Acceptance of the Terms of Service

These Terms of Service are entered into by and between You and ScriptDrop, Inc., and its affiliated companies, including but not limited to Delivering Health ("**ScriptDrop**" "**we**" "**us**" or "**our**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Service**"), govern your access to and use of the ScriptDrop websites or web applications, including any functionality, features and services offered on or through our websites or applications that we make available to you (collectively, the "**Services**").

The Services are available to users who are 18 years of age or older and reside in the United States or any of its territories (the "User" or "Users"). By using the Services, you represent and warrant that you are of legal age to form a binding contract with ScriptDrop and meet all of the preceding eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

THESE TERMS OF SERVICE CONTAIN AN ARBITRATION PROVISION IN SECTION 21. BY USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE AND OUR PRIVACY POLICY, FOUND ON OUR WEBSITE INCORPORATED HEREIN BY REFERENCE. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Services.

2. Changes to the Terms of Use

We may revise and update these Terms of Services from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services. However, any changes to the dispute resolution provisions set out in **Governing Law and Jurisdiction** will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Services.

Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page frequently each time you access these Services so you are aware of any changes, as they are binding on you.

3. Your Privacy

All information that you provide to us or that we collect through your use of the Services is subject to our Privacy Policy found on our websites and applications. By using the Services, you consent to all actions taken by us concerning your information in compliance with the Privacy Policy.

4. The Services

The Services enable a User to have prescription medications delivered directly from the pharmacy the User designates to an address that the user determines. The recipient may be the User, the User's child or dependent, or someone else for whom the User has the authorization to have prescriptions delivered by service providers or contractors under agreement with ScriptDrop ("Business Partners") and to obtain access (or purchase access) to these delivery services.

YOU ACKNOWLEDGE AND AGREE THAT ALTHOUGH THE SERVICES MAY PROVIDE YOU WITH THE ABILITY TO OBTAIN ACCESS TO OUR BUSINESS PARTNERS' COURIERS AND DELIVERY SERVICES, SCRIPTDROP IS NOT A PROVIDER OF SUCH COURIER AND DELIVERY SERVICES.

BY USING THE SERVICES, YOU ARE REPRESENTING AND WARRANTING THAT YOU HAVE the AUTHORIZATION TO ORDER PRESCRIPTION DELIVERY SERVICES FOR THE BENEFIT OF A RECIPIENT ON WHOSE BEHALF YOU ARE USING THE SERVICES.

IN USING THE SERVICES, YOU AGREE THAT WHETHER YOU ARE THE RECIPIENT OR NOT, YOU ARE THE PERSON FINANCIALLY RESPONSIBLE FOR THE SERVICES.

We reserve the right to withdraw or amend the Services, and any service or material we provide in connection with the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services or Service Content is unavailable at any time or for any period. Our Services are dependent on pharmacy hours and available third-party couriers. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

You are responsible for both:

Making all arrangements necessary for you to access the Services.

Ensuring that all persons who access the Services through your internet connection or for you are aware of these Terms of Service and our Privacy Policy, and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the

Services is correct, current, complete, and that you are authorized to disclose such information. You agree that all information you provide to register with the Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity not authorized by you to have such information. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

5. Web Applications

License. As part of the Services, users are permitted to login and use the ScriptDrop Applications (the "**App**"). Subject to the terms of this Agreement, ScriptDrop grants you a limited, revocable, non-exclusive and nontransferable license in the United States to (a) use the App for your personal, non-commercial use on a computer, mobile phone, or other wireless or internet-enabled device owned or otherwise controlled by you ("**Device**"); and (b) access and use the Services and Content made available on such Devices through the Services, strictly in accordance with these Terms of Service.

Restrictions. You shall not: (a) copy the App, except as expressly permitted by this license; (b) modify, translate, adapt, or otherwise create

derivative works or improvements, whether or not patentable, of the App; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any copy of the App; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason; or (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights

management, or security features in or protecting the App.

Reservation of Rights. You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership

interest in the App under these Terms of Service or any other rights about the App other than to use the App per these Terms of Use and the license granted in these Terms of Service. All other rights are expressly reserved for ScriptDrop and its licensors.

Collection and Use of Your Information. You acknowledge that when you sign up, log in, or use the App, ScriptDrop may use automatic means (including, for example, cookies and web beacons) to collect information about your Desktop, Tablet or Mobile Device and your use of the App. You also may be required to provide certain information about yourself as a condition to using the App or certain of its features or

functionality, and the App may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this App is subject to our Privacy Policy. By using and providing information to or through this App, you consent to all actions taken by us concernin your information in compliance with the Privacy Policy.

6. Mobile Device Access

To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. Also, downloading, installing, or using certain mobile services or applications may be prohibited or restricted by your carrier, and not all mobile services or applications may work with all carriers or devices. In the event you change or deactivate your mobile telephone number, you agree to promptly update your ScriptDrop account information.

7. Intellectual Property Rights

The Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video,

and audio, and the design, selection, and arrangement thereof) are owned by ScriptDrop, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the materials on or through the Services, except as follows: (1) your computer may

temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (2) you may store files that are automatically cached by your Web browser for display enhancement purposes; and (3) except for materials owned by third parties and except for materials that may be subject to additional or different terms, you may print or download one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication or distribution. If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

Modify copies of any materials from this website.

Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Service, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by ScriptDrop. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

8. Trademarks

The ScriptDrop name, the terms "ScriptDrop", "Delivering Health" [add other affiliates, if any], the ScriptDrop logo, and all related names, logos, product and service names, designs, and slogans are trademarks of ScriptDrop or its affliates or licensors. You must not use such marks without the prior written permission of ScriptDrop. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

9. Prohibited Uses

You may use the Services only for lawful purposes and per these Terms of Services. You agree not to use the Services:

To exploit, harm, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identiIlable information, or otherwise.

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

To impersonate or attempt to impersonate ScriptDrop, ScriptDrop employee, another user or recipient of our prescription delivery services, or any other person or entity (including, without limitation, by using the email addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm ScriptDrop or users of the Services, or expose them to liability.

Additionally, you agree not to:

Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Service, including their ability to engage in real-time activities through the Service.

Use any robot, spider, or other automatic devices, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.

Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Services.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.

Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise, attempt to interfere with the proper working of the Services.

10. Monitoring and Enforcement; Termination

We have the right to:

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS SCRIPTDROP, INC., SCRIPTDROP, AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SCRIPTDROP, INC. AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SCRIPTDROP, INC., OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

11. Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor's use of the Service, or by anyone who may be informed of any of its contents.

12. Changes to the Website

We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material correspondings with these Services may be out of date at any given time, and we are under no obligation to update such material.

13. Information About You and Your Visits to the Website

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us for your information in compliance with the Privacy Policy.

14. Links from the Website

If the Services contain links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those websites or resources and accept no

responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to these Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

15. Geographic Restrictions

The owner of these Services is based in the State of Ohio in the United States. We provide these Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your initiative and are responsible for compliance with local laws.

16. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular

requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any

reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS

AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SCRIPTDROP, INC., SCRIPTDROP, NOR ANY PERSON ASSOCIATED WITH SCRIPTDROP, INC., OR SCRIPTDROP MAKES ANY WARRANTY OR REPRESENTATION FOR THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER SCRIPTDROP, INC., SCRIPTDROP NOR ANYONE ASSOCIATED WITH SCRIPTDROP, INC., OR SCRIPTDROP REPRESENTS OR

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Limitations of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND SCRIPTDROP APPLICATION REMAINS WITH YOU. NEITHER SCRIPTDROP, INC., SCRIPTDROP, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SCRIPTDROP, INC., OR SCRIPTDROP SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SCRIPTDROP APPLICATION, WEBSITE, OR THE INABILITY TO USE OR ACCESS A PROFILE OR ANY SPECIFIC PROFILE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SCRIPTDROP, INC., OR SCRIPTDROP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SCRIPTDROP'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SCRIPTDROP APPLICATION OR WEBSITE EXCEED THE AMOUNTS YOU HAVE PAID FOR THE SCRIPTDROP APPLICATION USE OF THE SAME, IF YOU HAVE MADE ANY PAYMENTS TO SCRIPTDROP, INC., OR SCRIPTDROP FOR USE OF THE SAME OR ONE HUNDRED DOLLARS ($100), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SCRIPTDROP AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the Services.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification

You agree to defend, indemnify, and hold harmless ScriptDrop, its affiliates, licensors, and service providers, and its and their respective offcers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Services.

19. Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Columbus and County of Franklin, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and venue in such courts.

20. Arbitration

At our sole discretion, you may be required to submit any disputes arising from these Terms of Service or use of the Service, including disputes arising from or concerning their interpretation, violation invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association apply Ohio law.

21. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. Waiver and Severability

No waiver by ScriptDrop of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ScriptDrop to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any

reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

23. Entire Agreement

The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and ScriptDrop regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services

24. Your Comments and Concerns

These Services are operated by ScriptDrop, 855 Grandview Avenue Suite 110, Columbus OH 43215.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to info@scriptdrop.co