



Independent Pharmacy
Provider Network

Terms of Use

Your Agreement with IPP Network Corporation (IPPN)

1. Not Medical Advice

IPPN does not offer medical advice. Please consult your doctor or other qualified healthcare provider if you have any questions about a medical condition, or before taking any drug, changing your diet, or commencing or discontinuing any course of treatment. Do not ignore or delay obtaining professional medical advice because of information accessed through IPPN. Call 911 or your doctor for all medical emergencies.

2. Your use of IPPN is governed by this agreement.

3. Your Account and Use of IPPN

You must provide accurate and complete registration information any time you register to use IPPN. You are responsible for the security of your passwords and for any use of your account. You must immediately notify IPPN of any unauthorized use of your password or account. Your use of IPPN and any content accessed through IPPN must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to use IPPN. You may not access IPPN other than by the interfaces provided by IPPN or interfere with or disrupt the proper operation of IPPN.

4. Use of Your Information

If you create, transmit, or display health or other information including your use of media such as device functionality including camera while using IPPN, you may provide only information that you own or have the right to use. When you provide your information through IPPN, you give IPPN a license to use and distribute it in connection with IPPN and other IPPN services. However, IPPN may only use health information you provide as permitted by your use of the IPPN, your Sharing Authorization, and applicable law.

5. Content and Services Accessed through IPPN

IPPN may use the information provided as part of its relationship with you or your organization that provided access for your use of the IPPN or individually provided by yourself and make third-party services available through IPPN. In order to use a specific service, you may choose to allow your

organization or other service provider to retrieve, provide, and/or modify health and other information in your account or otherwise share your information with the Organization and or service provider or other organization that you grant to use the data by your use of IPPN. Once you enable, authorize, or share with a specific third-party service provider to view your information, these entities may continue to access any information provided that was provided prior the point where you stop using the applications or services provided by IPPN. Third-party service providers include both health care providers and other entities. It is your sole responsibility to review each such third-party service before using IPPN and sharing your information through or otherwise accessing it. IPPN may screen, modify, refuse, or remove certain content or third-party services, but is not responsible for and does not endorse any third-party content or services. IPPN further does not endorse any third-party service providers, other health care providers, products, services, opinions, or web sites accessed through IPPN. USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. IPPN MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT. Providers of these third-party services and/or content are IPPN' "Licensors".

6. IPPN Proprietary Rights

IPPN and its Licensors own all proprietary rights to IPPN. IPPN gives you a personal, revocable, no assignable, and non-exclusive license to use IPPN.

7. Modification and Termination of IPPN

IPPN may place limits on, modify, suspend, or terminate IPPN generally, and may suspend or terminate your use of IPPN if you fail to comply with this agreement. This suspension or termination may delete your information, files, and other previously available content. If IPPN terminates IPPN or your use of IPPN, this agreement will also terminate, but Sections 3, 5, 7, 8, and 10-12 shall continue to be effective after this agreement is terminated.

8. Changes to this Agreement

IPPN may change this agreement and will post the modified agreement at www.IPPN.com. If you do not agree to the modified agreement, you should stop using IPPN. Your continued use of IPPN after the date the modified agreement is posted will constitute your acceptance of the modified agreement.

9. Indemnification

You will defend or settle any third-party claim against IPPN, any third-party IPPN feature providers or any of IPPN' other licensors arising out of or related to your use of IPPN.

10. Exclusion of Warranties

NEITHER IPPN NOR ANY OF IPPN' LICENSORS MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER IPPN NOR ANY OF IPPN' LICENSORS MAKE ANY WARRANTY THAT THE CONTENT IN IPPN SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. CONTENT IN IPPN IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER IPPN NOR ANY OF IPPN' LICENSORS MAKE ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

11. Limitation of Liability

NEITHER YOU NOR IPPN OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. NEITHER YOU NOR IPPN OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$100. THE LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO BREACHES OF INTELLECTUAL PROPERTY PROVISIONS OR INDEMNIFICATION OBLIGATIONS.

12. General Legal Terms

If you have not signed a separate written agreement with IPPN related to IPPN, this agreement is the entire agreement between you and IPPN related to IPPN, replacing any prior agreements. If there is any conflict between this agreement and a signed written agreement between you and IPPN related to IPPN, the signed written agreement will control. IPPN' Licensors may be third party beneficiaries to this agreement. There are no other third-party beneficiaries to this agreement. The parties are independent contractors, and nothing in this agreement creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS Suffolk County, New York. YOU AND IPPN CONSENT TO THE JURISDICTION OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief through arbitration.