

TERMS OF USE – PHARMACY

1. Contractual Relationship. These Terms of Use ("Terms") govern your access or use of ScriptDrop, Inc.'s ("ScriptDrop") applications, websites, content, and services (collectively, the "Services"). PLEASE READ THESE TERMS CAREFULLY, BECAUSE THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND SCRIPTDROP. In these Terms, the words "including" and "include" mean "including, but not limited to." By using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. ScriptDrop may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

2. The Services.

a. The Services comprise ScriptDrop's facilitation and monitoring of delivery of prescription pharmaceuticals ("Products") from your location by ScriptDrop's subcontracted couriers to a patron who initiates or requests such delivery ("Patron"). If there is a co-payment involved with a Patron's Product, ScriptDrop shall collect such co-payment from the Patron and remit the co-payment to you within 60 days of completing delivery. Upon receipt of a facsimile from ScriptDrop that a Patron has requested delivery of a Product, you agree to (i) immediately, and in no event later than one hour after receiving such facsimile, (x) supply ScriptDrop with all necessary information to facilitate the delivery of such Product, including the Patron's delivery address, insurance and co-payment information, and (y) prepare such Product for delivery in properly sealed and labeled containers, and (ii) provide any instructions to the subcontractor courier performing the delivery necessary for such courier to care for and maintain the integrity of the Product so it may ultimately be delivered to a Patron for safe use. Such instructions shall include requirements regarding the temperature at which the Products need to be maintained during transport and any other similar instructions. ScriptDrop may obtain some sort of proof of delivery to each Patron for each Product delivered. You shall notify ScriptDrop within 7 days of each complaint or inquiry from a Patron about a prescription the Patron expected to receive but alleges was not delivered.

b. ScriptDrop shall determine in its sole discretion the days on which it will provide the Services and when its subcontractor couriers will pick up Products for delivery to Patrons. ScriptDrop shall at no time deliver any schedule II-controlled substances, as defined under 21 U.S.C. ch. 13 § 801 et seq., alcoholic beverage or tobacco product, and at no time does ScriptDrop take title to Products.

c. Customer agrees that ScriptDrop's Services are limited to the facilitation and monitoring of delivery of Products from you to a Patron, and that the delivery of Products will be performed by ScriptDrop's subcontractor couriers. ScriptDrop reserves the right to select the specific subcontractor courier that will perform deliveries for you. You agree that you are not a third-party beneficiary of any contract for delivery services between ScriptDrop and any of its vendors or subcontractor couriers.

3. Co-Payment. You agree that ScriptDrop may remit any co-payment amount received from the Patron for any medication delivered within 60 days of completing the delivery. ScriptDrop shall not waive, discount, or transfer the obligation to satisfy such co-pays to any other entity, and shall not be liable for the failure to collect any co-payment. You agree that ScriptDrop is not your agent for the purposes of collecting any debt, warrant that such co-payments do not represent debts owed by any Patron to you, and agree that neither ScriptDrop nor its subcontractor couriers are performing debt collection.
4. HIPAA. You agree that the signed Patron-authorization form you received via facsimile from ScriptDrop complies with HIPAA, including 45 C.F.R. 164.508, and any applicable state law, and permits you to share "protected health information," as defined at 45 C.F.R. 160.103, of the Patron identified on such facsimile, including their name, address, insurance information, co-payment information, with ScriptDrop and its subcontracted couriers for the performance of the Services. You agree that neither ScriptDrop nor any of its subcontractor couriers shall be (i) considered a "Business Associate," as that term is defined at 45 C.F.R. 160.103, nor (ii) subject to HIPAA.
5. Contact. You agree that ScriptDrop may contact you by telephone or facsimile at any of the phone or fax numbers provided by you or on your behalf in connection with the Services. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. By using the Services, you also agree to be bound by our <https://scriptdrop.co/terms-of-use/>
6. Warranties. You warrant that you will comply with all applicable state or federal laws, regulations, and/or rules of state boards of pharmacy regarding the preparation and delivery of Products to Patrons.
7. DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SCRIPTDROP DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SCRIPTDROP MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SCRIPTDROP DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS, INCLUDING SUBCONTRACTOR COURIERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
8. LIMITATION OF LIABILITY. SCRIPTDROP SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES,

INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF SCRIPTDROP, EVEN IF SCRIPTDROP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SCRIPTDROP SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF SCRIPTDROP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCRIPTDROP SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND SCRIPTDROP'S REASONABLE CONTROL.

YOU AGREE THAT SCRIPTDROP HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES OR THE DELIVERY OF PRODUCTS PROVIDED TO YOU BY SUBCONTRACTOR COURIERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

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, SCRIPTDROP'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON SCRIPTDROP'S CHOICE OF LAW PROVISION SET FORTH BELOW.

9. Indemnification. You (as "Indemnifying Party") shall indemnify, hold harmless, and defend ScriptDrop and its officers, directors, employees, agents, affiliates, successors, its subcontractor couriers, subcontractors, and permitted assigns (each, an "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by an Indemnified Party (collectively, "Losses"), arising out of or in connection with (a) your use of the Services, (b) your breach or violation of your obligations or representations and/or warranties under these Terms, or (c) your violation of the rights of any third-party.
10. Choice of Law. These Terms are governed by and construed in accordance with the laws of the State of Ohio, U.S.A., without giving effect to any conflict of law principles. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Ohioans to assert claims under Ohio law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of Ohio law to interpret these Terms and the forum for disputes asserting a breach

of these Terms, and these provisions shall not be interpreted as generally extending Ohio law to you if you do not otherwise reside in Ohio.

11. Conflict. In the event you have already entered into a Delivery Services Agreement with ScriptDrop, you agree that these Terms shall take precedent and govern any Patron-initiated delivery of Product.

12. Miscellaneous.

a. You may not assign these Terms without ScriptDrop's prior written approval. ScriptDrop may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of ScriptDrop's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, ScriptDrop or any subcontractor courier as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. ScriptDrop's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ScriptDrop in writing.

b. If you have already entered into a Delivery Services Agreement with ScriptDrop, you agree that these Terms shall take precedent and govern any Patron-initiated delivery of Product, while the terms of the Delivery Services Agreement shall govern any delivery of Product you initiate. Further, these Terms shall govern any Patron-initiated delivery of a Product, whether the Patron contacts ScriptDrop or you, first, and includes situations where you may have sent a Patron a refill-reminder.

c. ScriptDrop shall not be liable for delays in performing the Services to the extent such delay is caused by any unforeseeable conditions which are beyond the reasonable control of ScriptDrop, including the following: storms, floods, acts of God, acts of civil or military authorities, labor disputes, fires, epidemics (including Coronavirus or COVID-19, whether foreseeable or unforeseeable), wars, or riots ("Force Majeure Events").