# INTERNATIONAL SCRIPT, LLC

# **TERMS AND CONDITIONS OF SERVICE**

#### LAST UPDATED: MAY 26, 2021

If you are experiencing a medical crisis, please call 911 or contact your local emergency assistance service immediately.

#### If you are not feeling well, please contact an appropriate health care professional.

Read these Terms and Conditions of Service (this "Agreement") for important information about our Service (as defined below).

Please read this Agreement carefully and completely before using www.internationalscript.com (the "Site") or any services or goods provided through or in connection with the Site or by International Script, LLC or one of its subsidiaries or affiliates (together with the Site, collectively, the "Service").

By tapping or clicking "I agree," "I accept," or any other similar button or box with respect to this Agreement, or by using the Service (including any access to the Service), you expressly agree to be bound by this Agreement, by and between you and International Script ("us," or "we"), which incorporates by this reference any additional terms and conditions posted by International Script through the Site, or otherwise made available to you by International Script. For clarity, this Agreement does not govern your use of other sites or apps (including services on other sites or apps) operated by any affiliate of International Script.

The information and resources contained on and accessible through the Service are made available by International Script and its suppliers and vendors, and other third parties, in each case subject to your agreement to the terms and conditions of this Agreement.

#### This agreement contains a mandatory arbitration of disputes provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

By using the Service, you affirm that you are of legal age to enter into this Agreement.

We may update this Agreement at any time, and may notify you of such updates by any reasonable means, including by posting the updated Agreement to the Site. Any changes in updating this Agreement will not apply to any dispute between you and us arising prior to the date on which we posted the updated Agreement, or otherwise notified you of such updated Agreement. The "Last Updated" legend above indicates when this Agreement was last changed. **You agree to periodically review this page** 

to determine if this Agreement has been updated. Your continued use of the Service following any updates to this Agreement shall constitute notice and acceptance of the updated Agreement.

# **Not Medical Advice**

The Service is not intended and must not be taken as the rendering of medical, nursing, or professional health care advice or services, or the practice of medicine, nursing, or professional health care in any jurisdiction. You should discuss the information provided with a physician, pharmacist, nurse, or other licensed health care professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, drug, herb, vitamin, or supplement discussed on the Service.

You understand and agree that neither International Script nor its suppliers or vendors are responsible for any claim, loss, or damage directly or indirectly resulting from your use of the Service or the information resources contained on or accessible through the Service.

# **Not Insurance**

International Script does not provide any form of insurance. The inclusion of information about any particular service or product does not indicate anything about whether any insurance plan may or may not provide benefits with respect to that service or product.

#### **Description of Service**

International Script is a pharmacy consulting company that specializes in facilitating prescription medication procurement at a lower cost for you and your employer or plan sponsor.

The following regulations, term and conditions govern all sales between International Script and the patient, or parent or legal guardian of the patient, if applicable (collectively, the "Customer"):

- I. The Customer is of legal age and legally entitled to purchase and receive the medications requested of International Script or one of its subsidiaries, affiliates, partners or agents, and;
- II. The Customer wishes to order medication through International Script, and have his/her order filled by a licensed pharmacy in the United States and/or Canada, and;
- III. The patient has been examined within the last 12 months by a healthcare provider licensed to practice medicine within the patient's home jurisdiction. The patient has received a lawfully written prescription from a healthcare provider licensed to practice medicine within the patient's home jurisdiction. The patient or Customer is not seeking or relying upon medical advice or information provided

by International Script or its subsidiaries, affiliates, partners or agents, and;

- IV. The Customer consents to International Script and/or its agents contacting the patient's prescribing healthcare provider as it pertains to the prescribing and dispensing of his/her medication(s). The Customer understands this provides International Script and/or its agents the opportunity to conduct an independent analysis of whether the prescription obtained is suitable and to discuss any medical concerns, and;
- V. The Customer has fully and accurately disclosed the patient's personal and health information to International Script and/or its agents. The Customer authorizes International Script to collect and use this information for the processing and delivery of the orders placed by the Customer, and;
- VI. The Customer attests the prescription has not been altered in any way, nor has it been filled prior to submission to International Script, and;
- VII. The Customer will immediately contact the prescribing healthcare provider if the patient suffers any unexpected side effects from medication(s) ordered through International Script, and;
- VIII. The patient understands that the medications are sold, dispensed and delivered within the jurisdiction where the dispensing pharmacy operates. In the case of International Script, this jurisdiction may be the United States or Canada. The Customer understands that he/she is the one personally ordering and requesting shipment of the medication, not International Script, and;
  - IX. The Customer agrees to use the medication(s) ordered through International Script according to the instructions provided by the prescribing healthcare provider. Customer will not allow anyone else to use the medication(s), and;
  - X. The Customer grants to International Script limited power of attorney to take all steps, sign all documents, and act on the Customer's behalf for the purposes of obtaining an equivalent prescription recognized and valid within the dispensing pharmacy's jurisdiction. International Script will complete the same steps that the Customer would perform if he/she were present in the pharmacy's jurisdiction. This shall include but not be limited to collecting and using the patient's personal and health information as is needed to process the order. This limited power of attorney shall continue until the Customer revokes permission, which can be done at any time by writing to International Script, and;
  - XI. The Customer will adhere to the jurisdiction of the dispensing pharmacy's operations. All agreements reached or contracts formed with the pharmacy will be made in the jurisdiction of the pharmacy, the laws of the jurisdiction shall govern all transactions, and the courts in the jurisdiction of the pharmacy shall be sole and exclusive authority regarding any dispute arising between the Customer

and the dispensing pharmacy, and;

- XII. The Customer agrees to notify the dispensing pharmacy, in writing, of any changes in the drug therapy 20 days prior to medication being shipped, and;
- XIII. The Customer accepts responsibility for shipping and receiving the medication. The Customer accepts that there may be delays, such as Customs holding the package, and that International Script has no control over unexpected delays. International Script and/or its agents take all necessary precautions to pack your items in a safe and reliable manner. TheCustomer agrees thathe/she is responsible for having someone sign for deliveries, when signature is required. International Script is not responsible for shipments delivered when no one is available to sign.
- XIV. The Customer agrees that the medication dispensed is only for personal use.

#### Payment

You agree for all charges incurred by you or on your behalf through the Service to be billed to your Health Plan Sponsor. We will bill for the prices in effect when such charges are incurred, including all shipping and handling charges and any taxes applicable to your transactions.

If any payment due is not made by your Health Plan Sponsor or other responsible party, International Script may, in addition to its other remedies, at its sole discretion and without notice to you, (a) suspend its performance under this Agreement and your use of (including any access to) the Service, or (b) terminate this Agreement and your use of (including any access to) the Service. If legal action is necessary to collect fees or charges due from you, then you will reimburse International Script for all expenses incurred in collecting the fees and charges, including all attorney fees and other legal expenses.

#### **Disclaimer of Warranty**

Although International Script reserves the right to correct any errors, omissions, or inaccuracies, we do not accept any responsibility for the accuracy, reliability, currency, or completeness of any information, content, materials, services, products, merchandise, functionality, or other resources (collectively, "Resources") available on or accessible through the Service (even typographical or imaging errors), including the substance, accuracy, or sufficiency of any service or product information listed on the Service. Further, we do not represent that the Service will operate without interruption or error, nor do we provide any assurances of the availability or usability of the shopping services offered through the Service.

International Script does not accept any liability for the consequences arising from the application, use, or misuse of any Resources contained on or made available through

the Service, including any injury and/or damage to any person or property as a matter of product liability, negligence, or otherwise.

International Script also does not accept any responsibility for technical failures or for unauthorized access of user transmissions or Materials by third parties.

#### Your use of (including any access to) the Service is solely at your own risk.

International Script and its subsidiaries and affiliates disclaim all express or implied representations or warranties regarding the information, content, services, products, merchandise, materials, functionality, and any other resources available on or accessible through the service, including (without limitation) any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. all such information, content, services, products, merchandise, materials, functionality, and other resources are made available "as is" and "as available" without warranty of any kind.

Without limiting the generality of the foregoing, International Script makes no representation or warranty that the quality of any Resources purchased or obtained through the Service will meet your expectations, or that any password protection or other security measures will prevent unauthorized access to Materials (including your prescription information).

# **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall International Script or its subsidiaries and affiliates, or its or their respective employees, officers, directors, agents, affiliates, suppliers, vendors, licensors, co- branders, or partners (collectively, "International Script Parties") be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever resulting from any loss of use, loss of data, loss of profits, business interruption, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise arising out of or in any way connected with the use, operation, or performance of the service, with the delay or inability to use the service, any defects in the service, or with the provision of, or failure to make available, any information, services, products, materials, or other resources available on or accessible through the service, even if advised of the possibility of such damages.

International Script Parties do not guarantee the sequence, accuracy, or completeness of any information or content available through the Service and shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

The operation of the Service may be affected by numerous factors beyond International Script's or International Script Parties' control. The operation of the Service, whether by International Script or International Script Parties may not be secure. Security and

privacy risks cannot be eliminated. Password protection and any other security measures may not prevent unauthorized access to materials (including your prescription information).

Any liability on the part of the International Script Parties, in the aggregate, shall not exceed the fees paid by you solely for the right to use the particular information or Service provided by International Script hereunder or \$25, whichever is greater.

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the Service would not be provided to you absent such limitations.

#### Indemnification

You hereby agree to indemnify, defend, and hold the International Script Parties harmless from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to or arising out of your use of the Service, or any Materials that you submit, post, or transmit through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

# **Changes to the Service**

International Script and its subsidiaries and affiliates may change or modify the information, services, products, materials, and any other Resources contained on or accessible through the Service, may charge, modify, or waive any fees required to use the Service (including any portion thereof), or discontinue the Service altogether, at any time without notice.

#### **Your Obligations**

You agree to use the Service only for lawful purposes. You agree not to interrupt or attempt to interrupt the operation of the Service in any way. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy the Service (including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities, including with respect to the servers or networks used to make the Service available) will not be tolerated. You are strictly prohibited from communicating on or through the Service (including in connection with any Materials) any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. We reserve the right to terminate or suspend your use of (including any access to) the Service, or parts of the Service, without notice, if we believe, in our sole discretion, that it is in violation of this Agreement, our requirements, or any applicable law, or it is harmful to our interests or the interests, including intellectual property or other rights, of another user or any other third party, including any of our partners, affiliates, sponsors, providers, licensors, or merchants.

You must not post, transmit, or otherwise make available through or in connection with the Service any virus or other computer code, file, or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.

You agree to provide true, accurate, current, and complete information in connection with the Service. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and refuse any and all current and future use of the Service. Because any termination of your access to the Service may be effected without prior notice, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Service. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to your account or the Service.

You may be asked to supply a user ID and password and other information to register to use all or part of the Service. We may refuse to grant you a user ID that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. For security reasons, user IDs and passwords must be non-obvious, hard-to-guess, confidential, and changed on a regular basis, and you must log out at the end of each session. You are responsible for maintaining the confidentiality of your user ID and password and are fully responsible for all activities (including purchases, as applicable) that occur in connection with your user ID or password such that, for all purposes under this Agreement, any activities in connection with your user ID or password will be deemed to be your activities. You agree to immediately notify us of any unauthorized use of either your user ID or password or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Service using your user ID or password. All user IDs and passwords remain the property of International Script, and may be cancelled or suspended at any time by International Script without any prior notice or any liability to you or any other person. International Script is not under any obligation to verify the actual identity or authority of the user of any user ID or password. If International Script, in its sole discretion, considers a password to be insecure, then International Script may cancel the password.

You must respond promptly to all email and other correspondence from International Script, including without limitation email and correspondence concerning complaints or concerns regarding your use of the Service and the use of your account.

Your submission of information through the Service is governed by our Privacy Policy for the Service, located here ("Privacy Policy"), which, among other things, explains how we seek to protect the privacy of the personal information that you provided to us through the Service.

You are responsible for obtaining, maintaining and paying for all hardware, software, and all telecommunications and other services needed for you to use the Service.

# Termination

This Agreement is effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the Service, including any access thereto. Your use of the Service is at your sole risk. If you are dissatisfied with the Service, its content, or any of the terms, conditions, and policies of this Agreement, your sole and exclusive legal remedy is to discontinue using the Service.

# If you breach any provision of this Agreement, then you may no longer use the Service.

International Script or its subsidiaries and affiliates may at any time and for any reason, with or without cause, and in their sole discretion, immediately: (i) suspend or terminate (in whole or in part) your authorization to use the Service and any membership and account you may have; (ii) suspend or terminate and permanently delete and destroy any user ID, password, URL, IP address, or domain name; (iii) remove from the Service and permanently delete and destroy any Materials (or any components thereof) that you or others may have posted or submitted to the Service (and for purposes of this Agreement, "posted" and "submitted" includes transmission on or through the Internet and in hardcopy format through facsimile or post) for any reason or no reason; (iv) restrict access to the Materials posted or submitted to the Service and to any account you may have; and (v) prohibit you from any future use of the Service; all without any prior notice or liability to you or any other person.

If this Agreement is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you in respect of your prior use of the Service (and any unauthorized further use of the Service), including payment of any charges accrued in connection with use of the Service and your indemnification obligations; (b) International Script may immediately remove from the Service and permanently delete and destroy any Materials that you or others may have posted or submitted to the Service without any prior notice or liability to you or any other person; (c) any fees and charges previously paid by you for unused services will not be refunded; and (d) any rights or licenses granted to us under this Agreement will survive such termination.

# **Proprietary Rights**

Subject to your compliance with this Agreement, International Script grants to you, solely for so long as you are permitted by us to use the Service, a limited, revocable, non- exclusive, non-transferable license to access, use, and display the Service (including any content or other materials generally made available through the Service to users of the Service) solely for your personal, non-commercial use. No title, rights, or interests in any content or other materials made available by the Service are afforded to you; to the extent that you are authorized to download any such materials via the Service, any such downloaded materials will be for your own personal, non-commercial use only.

International Script and its subsidiaries and affiliates owns the Service and all the content on the Service other than Materials, including text, graphics, legends, customized graphics, original photographs, data, images, music, audio and video clips, typefaces, titles, button icons, logos, designs, words or phrases, page headers, and software as well as the design, coordination, arrangement, enhancement, and presentation of this material. The Service and, other than Materials, all the content on the Service is subject to trademark, service mark, copyright, and/or other intellectual property rights held by International Script and its subsidiaries and affiliates. Any trademark or copyright notices may not be deleted or altered in any way. International Script's trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of International Script, or in any manner that is likely to cause confusion or otherwise violate our rights. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

Copying, publishing, broadcasting, re-broadcasting, webcasting, transmitting, modifying, deleting, augmenting, distributing, downloading, storing, reproducing, sublicensing, adapting, creating derivative works of any content available through the Service other than Materials that you submit through or otherwise in connection with the Service, or posting or otherwise making available this content (including selected portions of this content) in any manner on any network computer, broadcast media, or other technologies existing now or hereinafter developed for unauthorized publication or commercial use without the prior written consent of International Script is strictly prohibited.

You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any purpose other than for your personal, non-commercial use the Service (including any portion thereof) or the use (including any access to) thereof, or to collect any information about Site visitors or users of the Service, or otherwise systematically download and store Service content. You represent, warrant, and agree that you will not send, submit, upload, post, reproduce, transmit, or distribute any communication, content, or Material of any type through or in connection with the Service or otherwise to International Script that infringes or violates any rights of any party or violates this Agreement.

If you submit or otherwise provide to International Script any communications, content, or Material, including, without limitation, any personal or commercial information, idea, concept, or invention, you hereby irrevocably grant to International Script an unrestricted, worldwide, perpetual, sublicensable (through multiple tiers), royalty-free license to use, reproduce, display publicly, perform, publish, transmit, distribute, modify, create derivative works of, and otherwise exploit such Materials in any medium and for any purpose, and you further agree that International Script is free to (but has no obligation to) use any ideas, concepts, or know-how that you or individuals acting on your behalf provide to International Script in accordance with the foregoing license grant. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding Materials, ideas, concepts, or

know-how provided to International Script that you may have under any applicable law under any legal theory.

# **Electronic Communications**

When you send emails or other electronic messages to us or in connection with the Service, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **Location Based Services**

If you enable location-based services on your computer or other device in connection with your use of the Service, you expressly consent to International Script and its subsidiaries and affiliates collecting the precise location information of your device. This information may be used in accordance with the Privacy Policy for the Service. Please see the Privacy Policy for further information.

#### Telephone, Text, and Fax Policy

By providing your residential or wireless phone and/or fax number(s) to International Script, you expressly consent to receive marketing and non-marketing autodialed and/or prerecorded calls, text messages and faxes (including fax advertisements) from or on behalf of International Script at the number(s) provided. Your consent to receive calls or texts on your wireless device is not a condition of any purchase. Consent may be revoked at any time by calling the **toll-free number at 866-399-2513.** Your wireless carrier's standard message and data rates may apply.

#### **Third Party Resources**

The Service may contain links to, or otherwise make available, third-party sites, services, products, information, content, materials, merchandise, functionality, and/or other resources ("Third Party Resources"). These links and access are provided for your convenience and reference only. We do not control such Third Party Resources and, therefore, we are not responsible for such Third Party Resources, or any content posted on or made available by such Third Party Resources. Be aware that International Script does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about such Third Party Resources, including without limitation the security of any Materials, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third Party Resources or any other Internet sites. We reserve the right to terminate such links or such access at any time. The fact that the Service includes such links or access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third Party Resources, or any content made available thereby. Because some Third Party Resources employ automated search results or otherwise link you to Third Party Resources containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material

contained in or made available by Third Party Resources, and you hereby irrevocably waive any claim against us with respect to such Third Party Resources. Your use of any Third Party Resources is at your own risk and is subject to any additional terms, conditions, and policies applicable to such Third Party Resources (such as Terms of Service or Privacy Policies of the providers of such Third Party Resources).

#### **Governing Law**

This Agreement, your use of the Service, all transactions through the Service, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the United States (including federal arbitration law) and the State of Michigan, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

#### **Dispute Resolution**

Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you, on the one hand, and International Script or one of its subsidiaries or affiliates, on the other hand, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that International Script and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and you are agreeing to give up the ability to participate in a class action.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (currently

availableat https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=ADRSTAG E2021424), as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, International Script will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief, or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from

bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

With the exception of any of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions, if a court decides that any part of this Dispute Resolution provision is invalid or unenforceable, the other parts of this Dispute Resolution provision shall still apply. If a court decides that any aspect of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions is invalid or unenforceable, then the waiver of class and representative actions is invalid or unenforceable, then the entirety of this Dispute Resolution provision shall be null and void. The remainder of the Agreement will continue to apply and be unaffected by this severability provision.

# **Copyright Infringement Claims: Notice and Take-Down Procedures**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your rights under U.S. copyright law, you (or your agent) may send to International Script a written notice by mail, e-mail, or fax, requesting that International Script remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to International Script a counternotice. Notices and counternotices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA (see http://www.copyright.gov/ for details).

Notices and counter-notices must be sent in writing to International Script's DMCA agent as follows:

Mail: International Script, 500 Discovery Parkway Suite 375, Superior, CO 80027 Email: <u>ContactUs@InternationalScript.com</u> Fax: 303-628-2099

International Script's DMCA agent can also be reached at the following phone number: 866-399-2513.

#### **General Information**

In addition to the rights and privileges described in the terms, conditions, and policies outlined above, we further reserve the right to elect to electronically monitor areas of the Service and may disclose any content, records, or electronic communication of any kind if required to do so by any law, regulation, or government request, if we believe that such disclosure is necessary or appropriate to operate the Service, or to protect our rights or property, or the rights of the users, partners, affiliates, sponsors, providers, licensors, or merchants. If alerted to allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such content from the Service.

We control the Service from our corporate offices within the United States of America, and the Service is not intended to subject International Script to any non-U.S.

jurisdiction or law. By using (including any access to) the Service you agree that such use (including any such access) is subject to the terms, conditions, and policies of this Agreement as well as applicable laws. The Service may not comply with legal requirements of foreign countries. Other countries may have laws, regulatory requirements, and medical practices that differ from those in the United States of America. Any portion of the Service or any other product or service provided by International Script is void where and to the extent prohibited by law, and you may not use the Service where it would be illegal to do so. We may limit the availability of the Service at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

Our failure to insist upon strict performance of any provision of this Agreement shall not be construed as an implicit waiver of any provision or right.

If any part of this Agreement is ruled to be unenforceable, then such part shall be severed, with the remainder of the Agreement remaining in full force and effect. This Agreement constitutes the entire agreement between you and International Script governing your use of the Service. You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under this Agreement without restriction.

We hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison\_of\_content-control\_software\_and\_providers. Please note that International Script does not endorse any of the products or services listed on such site.

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 1-916-445-1254 or 1-800-952-5210.

#### **Contact Us**

If you have a question or complaint regarding the Service, please contact us at:

Mail: International Script, 500 Discovery Parkway Suite 375, Superior, CO 80027

Email: <u>ContactUs@InternationalScript.com</u>

Phone: 866-399-2513

Fax: 303-628-2099