

## LegitScript Healthcare Merchant Certification Terms and Conditions

This agreement (“Agreement”) is entered into by LegitScript LLC (“LegitScript”) and applicant, which seeks to be certified as a healthcare merchant or advertiser (“Applicant”).

By clicking “Agree,” Applicant understands and agrees to be bound by this Agreement, LegitScript’s [International Healthcare Merchant Standards](#) (“Standards”), and any LegitScript policy such as [LegitScript’s Applicant Certification FAQs](#). Failure to provide payment or abide by these terms and conditions will result in LegitScript declining to approve or revoking any previous approval of Applicant. Applicant understands and acknowledges that applying for LegitScript certification is a voluntary process. Applicant agrees to be bound by LegitScript’s interpretation of the Standards, and, if certified, agrees to remain in compliance with the Standards and not pose a reputational risk to LegitScript, as determined by LegitScript in its sole discretion, for the duration of the certification period.

### General Requirements

- I. Compliance with Applicable Laws. Applicant agrees to advertise, offer, and distribute its products and services in compliance with all applicable laws, rules, and regulations (“Applicable Laws”). Applicable Laws shall include the laws, rules, and regulations of any jurisdiction where Applicant is domiciled, any jurisdiction where Applicant or its employees or agents maintains a pharmacy, medical or other license, and any jurisdiction where the Applicant offers to do business, including, but not limited to, the distribution of products or provision of services to patients or customers and where any existing or prospective customer is located. Applicant further agrees to adhere to generally accepted standards of ethics, medicine, pharmacy and other healthcare practices in all jurisdictions where Applicant distributes products or conducts services.
- II. Accuracy of Information.
  - a. Applicant represents and warrants that all information provided to

LegitScript by Applicant is and will be truthful, accurate, and not misleading. Failure to provide full and accurate answers, (inclusive of all past and present communication with LegitScript whether related to a certification application or otherwise) as determined in LegitScript's discretion, may result in a permanent denial or revocation of application.

- b. Applicant represents and warrants that all information provided to the public on its website or websites is and will be truthful, accurate, and not misleading.
  - c. Applicant will fully disclose affiliates in the application. "Affiliates" is defined as any individual, business, or entity who previously, currently, or is expected to have a commercial and/or professional relationship with the applicant organization or its principals. The failure to disclose all Affiliates may result in denial or revocation of the application.
- III. Intellectual Property Rights. Applicant represents and warrants that none of its information or business practices infringe any copyright, patent, trade secret, trademark, or other intellectual property right. Applicant agrees not to use any LegitScript intellectual property, including but not limited to LegitScript's logo and Seal (as defined herein), for any purpose except as expressly permitted by this Agreement.
- IV. License. Applicant represents, warrants, and agrees as follows:
- a. Applicant holds all necessary and valid license(s) from each jurisdiction required in order to comply with Applicable Laws. Applicant is in good standing to conduct business pursuant to the terms of any necessary license(s), and will maintain and conduct its business in accordance with the requirements of its license(s) in all relevant jurisdictions.
  - b. Applicant is in compliance with all Applicable Laws regarding provision of its services and distribution of its products. For example, if Applicant sells or distributes controlled substances in the United States, Applicant has a valid DEA registration in good

standing and complies with all aspects of the Controlled Substances Act.

- c. Applicant agrees to notify LegitScript within thirty (30) days of becoming aware of any change in status to its licensure, business, or regulatory status in any jurisdiction or its DEA registration (if applicable), including whether these statuses are in good standing.
- d. Applicant agrees to notify LegitScript within thirty (30) days of becoming aware that it is the subject of any adverse or potentially adverse legal, ethical, government, or regulatory action related to its license(s), business or ethical practice, practice of medicine, or the dispensing of prescription drugs (“Disciplinary Action”). Disciplinary Action shall be interpreted broadly and includes, but is not limited to: suspensions, probationary statuses, reprimands, warning letters, consent agreements, and any communication from any medical board, Board of Pharmacy or other regulatory agency or organization, regardless of jurisdiction.
- e. Applicant will, at all times, employ or contract with licensed pharmacists, doctors, or other healthcare professionals as required by Applicable Laws for the provision of its services. Applicant will permit regulated activities to be conducted only by those individuals licensed to do so, and then only to the extent permitted or required by Applicable Laws.

V. Prescribing and/or Dispensing Prescription Drugs. Applicant represents, warrants, and agrees that:

- a. Applicant does not prescribe, facilitate the prescribing or permit the prescribing of prescription-only medicines without a valid prescription as defined by law, including the presence of a legitimate practitioner-patient relationship. Applicant also does not dispense prescription drugs to any human or animal without receiving and verifying the existence of a valid prescription for those drugs issued by a licensed healthcare practitioner. Except where expressly permitted by law or regulation, a valid prescription requires that the prescribing practitioner, or a covering practitioner,

have physically examined the patient in person prior to issuing a prescription to that patient.

- b. Applicant will not practice medicine, prescribe, or dispense any prescription drug in violation of any Applicable Laws, and will not receive, order, advertise, sell, or dispense any prescription drug that does not adhere to the jurisdictions' Applicable Laws.
- c. Applicant will arrange for the prescription or delivery of prescription drugs to consumers only in compliance with requirements of Applicable Laws, including any requirement for the signature of an adult for package delivery.
- d. Applicant will not provide prescription drugs to any pharmacy, hospital, licensed prescriber, or other entity without receiving and verifying the customer's relevant credentials, such as a valid pharmacy or doctor's license and will not distribute controlled substances in violation of Applicable Laws.

VI. Website Control.

- a. Applicant agrees to provide a full listing, to LegitScript, of all domain names, URLs, or websites ("Website(s)") under its ownership or control.
- b. Applicant agrees that all Websites under its ownership or control will abide by the standards of this Agreement.
- c. All transactions processed through any Website shall conform to Applicable Laws, and, as applicable, to any requirements imposed by any payment provider or card brand used or offered by Applicant, including but not limited to Visa, MasterCard, American Express, DiscoverCard, PayPal, or any acquiring bank or downstream payment provider.
- d. Applicant agrees that it will not link or otherwise refer Internet users to healthcare merchant or advertiser websites that are not approved by LegitScript.

- e. If applicable, Applicant agrees that any website from which it accepts or facilitates prescriptions or dispenses drugs will allow patients to access the contact information for the actual dispensing pharmacy, including physical address, telephone number, and facsimile number. Applicant agrees to provide this same contact information to LegitScript. Applicant understands and agrees that LegitScript may disclose this information at its own discretion.
- f. Applicant agrees to clearly display its privacy policy on a page that Internet users can easily view and access. Applicant agrees that its privacy policy will be compliant with relevant laws and regulations, including but not limited to the United States Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable, and will only provide information to third parties as permitted by Applicable Laws.
- g. Applicant agrees that any information about transactions, customers, patients, medical information, and, as required by Applicable Law, any other sensitive or confidential information is processed using Secure Socket Layer (SSL) technology.

VII. Domain Name Registration.

- a. Applicant will ensure that the domain name registration (Whois) details for all domain names under applicant's control are accurate and that the registration does not use any privacy service (also known as a proxy service).
- b. Applicant consents to LegitScript obtaining, updating and maintaining domain name registration information for any website under Applicant's control, and that such constitutes a "legitimate purpose" for accessing such records under the EU General Data Protection Regulation or similar privacy laws.
- c. If required, applicant agrees to contact their domain name registrar to request that LegitScript be able to query the applicant's Whois records via Port 43 or such other bulk, high-speed or automated process.

VIII. License Agreement

- a. Subject to the terms of this Agreement and only after receiving the express written permission of LegitScript, LegitScript grants Applicant a non-exclusive, limited license to display the LegitScript Seal of Approval (“Seal” or “Approval”) on Applicant’s home page.
- b. LegitScript and Applicant agree that use of the Approval is subject to the conditions of this Agreement, Applicant’s successful completion of LegitScript’s certification process, and ongoing monitoring. Applicant understands that LegitScript will charge Applicant a nonrefundable application fee prior to beginning the certification process. Additionally, LegitScript will charge Applicant an annual fee for use of the Approval, as described in [LegitScript’s Certification Pricing](#). All fees must be paid prior to the use of the Approval. **Application and annual fees are not refundable under any circumstances.** For avoidance of doubt, if LegitScript determines for any reason that Applicant is no longer fit to utilize the Approval, LegitScript may terminate this Approval or Agreement and collect, retain, or refund any fees in its sole discretion and without recourse.
- c. LegitScript may at its sole discretion modify its pricing terms.
- d. Applicant agrees that the Approval is the intellectual property of LegitScript and agrees not to register the Approval or any other LegitScript logo or symbol in any jurisdiction. Applicant agrees to use LegitScript’s symbol, logo, or the Seal only as expressly permitted by this Agreement. Applicant agrees that LegitScript is the sole and exclusive owner of the Approval and of any goodwill resulting from use of the Approval. However, Applicant is allowed to advertise itself as a “LegitScript-certified website.” Applicant agrees to conform to LegitScript’s media guidelines and to respond promptly to LegitScript’s requests to correct or remove incorrect or violative information. Failure to respond to such requests from LegitScript will be grounds for certification revocation or denial.

- e. Use of the Approval constitutes an action indicating acceptance of the terms of this Agreement, and by use of the Approval, Applicant agrees to be bound by the Standards and any other LegitScript policy. Applicant may only use the Approval as long as Applicant remains certified by LegitScript, fulfills its payment obligations, responds to and acts on communications from LegitScript regarding ongoing compliance obligations, and conducts business in accordance with the Standards and the terms set forth in this Agreement. Applicant further agrees not to use or display the Approval in any manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to LegitScript or in a manner that impairs, or negatively impacts, any and all rights of LegitScript, including, but not limited to, rights in LegitScript's trademarks or logos.
- f. Applicant agrees not to permit the use of the Approval on any website other than a website explicitly authorized by LegitScript.
- g. Applicant agrees that display of the Approval does not imply sponsorship or endorsement by LegitScript of Applicant's products or services. The Approval will not be used or displayed in a manner suggesting such sponsorship or endorsement.
- h. Applicant agrees not to modify the Approval in any form including its size, and to automatically refresh images of the Seal in a timely manner. For avoidance of doubt, use of the Seal in a static form is not permitted on the Applicant's website(s).
- i. Applicant recognizes that the Seal is an HTML-based or JAVA-based, trademarked (by LegitScript) symbol that contains information unique to Applicant, such as the domain name or URL approved by LegitScript. When clicked or double-clicked, the Seal initiates a hyperlink that opens a page within LegitScript.com containing information about Applicant, including its certification status with LegitScript.
- j. Applicant agrees that the Seal will only hyperlink to a page within legitscript.com identified by LegitScript, and may not link to any

other website.

- k. Applicant understands that LegitScript reserves the right to terminate or modify Applicant's license to use the Approval at any time for any reason, and to take action against any use of the Approval that does not conform to the terms and conditions set forth in this Agreement, or infringes any LegitScript intellectual property right or interest.

IX. Application Process.

- a. LegitScript agrees to make best efforts to review Applicant's application in a timely manner. Applicant agrees that LegitScript may revoke or deny certification should applicant fail to timely respond to LegitScript's requests. Applicant understands that the certification process is complex and that the time for a certification review is dependent upon a variety of factors, including but not limited to applicant's business practices, offering services in multiple jurisdictions, and times of high application volumes. Applicant understands and agrees that Applicants compliance with the Standards is required for certification and that the determination of such compliance is in and at LegitScript's sole discretion.
- b. Applicant understands that LegitScript may reject its certification application. If Applicant chooses to appeal the rejection, Applicant agrees that appeals will take additional time and that it will bear additional costs, if any, related to the continued process of certification. Applicant understands that LegitScript is under no obligation to accept an appeal or future applications from Applicants whose certification has been denied or revoked.
- c. Applicant understands that Applicant must pay a nonrefundable application fee in full prior to LegitScript beginning certification review of Applicant.
- d. Applicant agrees to provide information to LegitScript required for application processing listed in the application form.



- e. Applicant agrees that LegitScript may disclose information about Applicant provided to LegitScript by Applicant or by other entities, unless that information is subject to an additional confidentiality agreement between the LegitScript and Applicant. For example, LegitScript may disclose evidence of illegal activity to appropriate governmental authorities or violative content to LegitScript's corporate clients or other third parties.
- f. Applicant agrees that LegitScript is authorized to make inquiries about, research, collect, and store information from various sources about Applicant, its directors, employees, agents, and contractors.
- g. Applicants that have been subject to Disciplinary Action, pose a reputational risk to LegitScript or have otherwise been deceptive, uncooperative, noncompliant, or not transparent (all determined in LegitScript's sole discretion), may be awarded probationary certification. Applicant understands that LegitScript will award probationary certification in its sole discretion and that resolution of Disciplinary Actions alone does not guarantee that probationary certification will be awarded. Applicant understands that LegitScript may require additional information from Applicant in order to ensure ongoing compliance with LegitScript certification requirements and that heightened and more frequent LegitScript review of Applicant may be required. Applicant understands that LegitScript may revoke probationary certification status at any time and for any reason. Applicant understands that probationary certification pricing will be determined on a case-by-case basis.
- h. Applicant understands that LegitScript may, in its sole discretion, grant, deny, or revoke Applicant's certification application or certification status for any reason and at any time, including, but not limited to, if LegitScript determines that the quality, accuracy, or other characteristics of the Applicant do not meet LegitScript's certification standards, including but not limited to Applicant's violations of BRAM, GBPP, or other card company policies.
- i. Applicant understands that, from time to time, LegitScript may update the Standards and these Terms and Conditions. Please

check these Terms and Conditions periodically for updates.

j. LegitScript expressly reserves the right to refuse to consider any application.

X. General Use of LegitScript Materials. Applicant agrees that the materials, content, methodology, and concepts of the process and in LegitScript's online materials are owned by LegitScript and are protected intellectual property. Applicant agrees not to reproduce, modify, distribute, reverse engineer, or publicly display such materials. NOTE: LEGITSCRIPT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS PROVIDE LEGITSCRIPT'S WEBSITE AND SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. LEGITSCRIPT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LEGITSCRIPT SHALL CREATE A WARRANTY. APPLICANT AGREES THAT COMMUNICATIONS WITH AND INFORMATION RECEIVED FROM LEGITSCRIPT DO NOT CONSTITUTE LEGAL OR REGULATORY ADVICE. APPLICANT IS SOLEY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.

LEGITSCRIPT IS NOT RESPONSIBLE IN CONNECTION WITH APPLICANT'S USE OF LEGITSCRIPT'S WEBSITE, SERVICES, OR THE APPROVAL.

XI. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LEGITSCRIPT, ITS OFFICERS, AGENTS, AND EMPLOYEES BE LIABLE TO APPLICANT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, (INCLUDING ANY LOST OPPORTUNITIES FOR ADVERTISING, OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) EVEN IF LEGITSCRIPT HAD BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LEGITSCRIPT'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF THE FEES PAID BY APPLICANT TO LEGITSCRIPT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM FOR DAMAGES, OR \$1,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT.

- XII. Waiver and Indemnification. Applicant agrees to indemnify, defend, and hold LegitScript, and as applicable its officers, directors, agents, employees, affiliates, suppliers, and partners, harmless from and against any claims, demands, causes of action, damages, costs, liabilities, judgments, penalties, and expenses (including but not limited to, reasonable attorneys fees and court costs), collectively "Action(s)," arising from this Agreement, the certification process, or relating to Applicant's use of the Approval or other services provided by LegitScript (including, without limitation, any claims arising from any representations Applicant makes about the Approval) or Applicant's breach of this Agreement or the documents it incorporates by reference, or Applicant's violation of any law or the rights of a third party, or any action taken by LegitScript as part of its review of Applicant's certification application or investigation of a suspected violation of this Agreement (or as a result of its finding or decision that a violation of this Agreement has occurred). Applicant's defense and indemnification obligations shall survive the expiration or termination of this Agreement and shall apply regardless of Applicant's certification status.

Applicant agrees that it shall not sue or recover any damages from LegitScript, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of LegitScript's decision to not certify, revoke certification, to suspend or terminate its relationship with Applicant, or that Applicant has breached or otherwise violated the Standards or this Agreement.

This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement.

a. **Indemnification Procedure.** LegitScript shall promptly notify Applicant of any Action for which LegitScript believes it is entitled to be indemnified. LegitScript shall cooperate with Applicant at Applicant's sole cost and expense. Applicant shall immediately take control of the defense and investigation of such Action and shall employ counsel acceptable to LegitScript to handle and defend the same, at Applicant's sole cost and expense. LegitScript may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Applicant shall not enter into any monetary or non-monetary settlement or admit fault or liability on LegitScript's behalf without the prior written consent of LegitScript.

XIII. **Effective Date.** The effective date of this Agreement is the date on which Applicant affirmatively agrees to these Terms and Conditions by completing and submitting the application. The Agreement will terminate when either party provides notice to the other of termination, or upon conduct by Applicant that violates the terms of this Agreement, whichever is earlier.

XIV. **Governing Law; Jurisdiction; Attorney Fees.** This Agreement and its interpretation and enforcement will be governed by the laws of the State of Oregon, U.S.A., without regard to conflict of laws principles and without regard to any international treaties or conventions, including the Convention on the International Sale of Goods. LegitScript and Applicant consent and submit to the exclusive jurisdiction of any state or federal court located in Multnomah County, Oregon, with respect to any dispute arising out of this Agreement; provided, that either party may seek injunctive relief for, or to prevent breach of, this Agreement in any court of competent jurisdiction without having to post a bond or show harm. If any action is instituted to enforce or interpret the terms of this Agreement, the prevailing party in such action will be entitled to recover its reasonable attorney fees and costs incurred in such action, at trial or on appeal, from the losing party.

XV. Miscellaneous.

- a. Notices. Any and all notices to LegitScript must be made in writing and either mailed by first class postage to LegitScript at 818 SW 3<sup>rd</sup> Ave. #353, Portland, Oregon 97204 or to such other address as LegitScript may hereinafter designate, or via electronic mail to [certification@legitscript.com](mailto:certification@legitscript.com). Such notices will be deemed delivered when received.
- b. Relationship. Applicant agrees that Applicant and LegitScript are independent parties and neither party is the legal representative, agent, joint venture, partner, or employee of the other party for any purpose whatsoever. Applicant grants LegitScript the right to take any and all steps LegitScript believes are reasonably necessary or appropriate to enforce or verify compliance with any part of this Agreement.
- c. Force Majeure. LegitScript shall not be liable to Applicant for its failure to perform under this Agreement to the extent that any such failure results from any cause beyond LegitScript's reasonable control, including without limitation, acts of God, strike or other labor dispute, electrical or power outage, the acts or omissions of a third party, earthquake, or weather.
- d. This Agreement is binding upon and shall inure to the benefit of LegitScript and Applicant and our respective successors and assigns. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or the right of the party to enforce that provision or any other provision. In the event that any provision of this Agreement is found to be unenforceable or invalid the parties agree that that provision will be changed and interpreted so as to best accomplish the objectives of the provision within the limits of applicable law or applicable court decisions. This Agreement constitutes the entire agreement between Applicant and LegitScript and supersedes any prior agreements with respect to the same subject matter between Applicant and LegitScript.

- e. Electronic submittal. Applicant acknowledges and agrees that electronic submission of Applicant's application together with this Agreement constitutes a binding agreement on Applicant.