

## Terms and Conditions

- 1. Services.** Osh's Affordable Pharmaceuticals ("Company") provides access to a network of participating pharmacies offering compounded pharmaceuticals at a discounted rate through the Discount Program ("Program"). The Program is not insurance and is not intended to substitute for insurance. Participating pharmacies will accept enrolled beneficiaries ("Patient(s)") for inclusion in the Program, and apply negotiated discount pricing ("Program Pricing"). Program Pricing is only valid for Patients whose commercial insurance does not provide coverage, or such coverage is insufficient, for a particular product. In no circumstance shall Patient or participating pharmacies apply Program Pricing to prescription orders that are eligible for reimbursement (i) in whole or in part by Medicare, Medicaid, Medicare Part D Plans, Tricare, or any other federal or state-funded healthcare benefit programs, or (ii) by commercial plans or other health or pharmacy benefit programs that reimburse for the entire cost of the prescription drug.
- 2. Reimbursement.** Patient, pharmacist, and prescriber agree not to seek reimbursement for all or any part of the benefit received by the Patient through the Program. Both Patient and pharmacist are each individually responsible for reporting receipt of the discount benefit to any insurer, health plan, or other third party who pays for or reimburses any part of the prescription filled using the card, as required.
- 3. Eligibility.** Patients must be 18 years of age or over to register with the Company and enroll in the Program. A parent or legal guardian of a child under the age of 18 may enroll in the Program on behalf of such minor child. By using the Program on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child and that all references in these Terms and Conditions to "you" shall refer

to such child or such other individual for whom you have authorization, and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual. By enrolling in the Program, you represent and warrant that you have the right, authority, and capacity to agree to these Terms and Conditions, and to abide by all of the terms and conditions set forth herein.

4. **Modification.** Company reserves the right to update or modify the Program Terms and Conditions, at any time and for any reason, without penalty or liability to you or any third party. By continuing to participate in the Program after any such changes, you unconditionally agree to follow and be bound by the Terms and Conditions as changed.
5. **Privacy.** The Company may collect health information on your behalf as part of the Program. Patient acknowledges that Company is not an entity governed or bound by the Health Insurance Portability Accountability Act (“HIPAA”) or the regulations promulgated thereunder. However, Company will make all reasonable efforts to maintain the confidentiality of Patient information.
6. **Termination.** Company reserves the right to terminate, rescind, revoke, or modify Patient Program participation at any time without notice. Patient may freely opt out of Program at any time.
7. **Disclaimer of Warranties.** THE PROGRAM IS PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR

INTELLECTUAL PROPERTY. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK.

8. **Limitation of Liability.** Company, its affiliates, directors, officers and/or employees is not liable for any direct, incidental, consequential, special, indirect or punitive damages arising out of your access to, or use of, the Program or for the services available through the Program to produce any specific result. In no event shall Company be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential, damages or any damages whatsoever, even if Company has been previously advised of the possibility of such damages, whether in an action in contract, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the Program.
9. **Indemnification.** Patient hereby agree to hold harmless, defend and indemnify Company, its principals, owners, members, participants, providers, employees, contractors, officers, directors, managers, agents, parents, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands and expenses, including attorney's fees, that arise from or are related to (a) Patient's use of the Program, or (b) the violation of these Terms of Use, or of any intellectual property or other right of any person or entity, by Patient or any third party. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of Company's own gross negligence or intentional misconduct.
10. **Dispute Resolution.** In the event of a dispute under this Agreement, said dispute shall be submitted to an arbitrator and conducted in San Francisco, California except to the extent that injunctive relief is sought. The appointment of the arbitrator and the arbitration process shall be governed by the American Arbitration Association in accordance with the Commercial

Rules of the American Arbitration Association then in effect. Except as otherwise stated herein, the arbitrator may award attorneys' fees and costs to the prevailing party. The parties shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration.