

## Terms of Use

Effective Date: April 21, 2020

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

Please read this Agreement carefully and completely before using [www.akerspharmacy.com](http://www.akerspharmacy.com) or <https://akers-pharmacy3.mybigcommerce.com/>, (collectively, the "Site") or any services or goods provided through or in connection with the Site or by Akers Pharmacy, Inc. or one of its subsidiaries or affiliates (together with the Site, collectively, the "Service"). By clicking "I Accept" 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 Akers Pharmacy, Inc. ("AKERS PHARMACY," "us" or "we"), which incorporates by this reference any additional terms and conditions posted by AKERS PHARMACY through the Site, or otherwise made available to you by AKERS PHARMACY. This Agreement does not govern your use of other sites or apps (including services on other sites or apps) operated by AKERS PHARMACY. The information and resources contained on and accessible through the Service are made available by AKERS PHARMACY 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 by notifying 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 should 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 any such updates.

### About our Health Content

Our health content describes general principles of health care that should not in any event be construed as specific instructions for individual patients. This material is not intended as a guide to self-medication or as a substitute for proper medical advice, diagnosis, or treatment. It is for reference only and should not be used to determine treatment for specific medical conditions--only a health care provider can do that. The Service and its health related information and resources are 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 AKERS PHARMACY 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.

Proper treatment of health conditions depends upon a number of factors, including, but not limited to, your medical history, diet, lifestyle, and medication regimen. Your health care provider can best assess and address your individual health care needs. You should consult with your health care provider before starting a new diet, fitness, or supplement regimen. **IF YOU ARE EXPERIENCING A MEDICAL CRISIS, PLEASE CALL 911 OR CONTACT YOUR LOCAL EMERGENCY ASSISTANCE SERVICE IMMEDIATELY.**

Information and statements about dietary supplements have not been evaluated by the US Food and Drug Administration and are not intended to diagnose, treat, cure, mitigate, or prevent any disease or health condition. AKERS PHARMACY does not endorse manufacturers' or others' claims about the efficacy of these products. We specifically disclaim any guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular purpose. No information conveyed by AKERS PHARMACY either orally or in writing shall create such a warranty.

## Products and Transactions

Please note that references to or descriptions or images of products or services (or related coupons or discounts) on the Service should not be interpreted as endorsements of such products or services and such products or services may be made available by AKERS PHARMACY or by third parties. Resale of products or services purchased in connection with the Service is specifically prohibited. We reserve the right to refuse to sell products or services to you if it reasonably appears to us that you intend to resell such products or services. Verification of information may be required prior to our acceptance of any order. We further reserve the right to limit quantities of items purchased by each customer or to refuse to provide any customer with any such items. Your properly completed and delivered order form constitutes your offer to purchase the goods or services referenced in your order. Your order shall be deemed to be accepted only if and when AKERS PHARMACY or its supplier or vendor sends an order acceptance and shipping notice email to your email address.

Price (including the validity of any discount), quantity, availability of any product or service, and shipping methods and shipping rates, and any other information, descriptions or images on the Service regarding any products or services, are subject to change without notice. Certain weights, measures and similar descriptions are approximate and are for convenience only. We seek to undertake reasonable efforts to accurately display the attributes of products and services, including the applicable colors, however the actual colors that you see will depend on your device, and we cannot guarantee that your device will accurately display such colors. Certain non-prescription order and/or product returns may incur a restocking fee. In general, offers on the Service are good only while supplies last. Sweepstakes, giveaways, specials, sales, and other promotions offered at the Service may not be available in stores. Likewise, sales and specials offered in-store might not be reflected online. It is your responsibility to ascertain and obey all applicable local, state, and federal laws (including minimum age requirements) regarding the possession, use and sale of any products

or services on the Service. By submitting any information through the Service in connection with purchasing any products or services, you grant to us the right to provide such information to third parties for purposes of facilitating such purchase. Verification of information may be required prior to the acknowledgment or completion of any transaction. You represent and warrant that you have the right to use any credit card or other method of payment that you submit in connection with a transaction in connection with the Service. Further terms and conditions related to transactions in connection with the Service may apply.

You agree to pay all charges incurred by you or on your behalf through the Service, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your transactions. If any payment due is not made by you, AKERS PHARMACY 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 access to and use of the Service, or (b) terminate this Agreement and your access to and the use of the Service. If legal action is necessary to collect fees or charges due from you, then you will reimburse AKERS PHARMACY for all expenses incurred in collecting the fees and charges, including all attorney fees and other legal expenses.

## Materials

For purposes of this Agreement, "Materials" includes user IDs, email addresses, passwords, comments, photographs, images, graphics, text and data and any other forms of materials or information submitted by you through or otherwise in connection with the Service, regardless of whether such information is posted publicly or with password protection.

The Service is not designed or intended to be used as a disaster recovery or emergency data storage facility and you are responsible for creating and maintaining copies of your Materials (including any photos, as applicable) prior to posting, uploading or otherwise submitting such Materials through the Service.

AKERS PHARMACY and its suppliers and vendors are not required to assess or otherwise determine the validity or legitimacy of any complaints or demands that they may receive regarding any Materials that you may use or allow others to use in connection with the Service (including Materials posted or submitted to the Service) before AKERS PHARMACY and its suppliers and vendors take any remedial action that they consider, in their sole discretion, to be appropriate.

**NEITHER AKERS PHARMACY NOR ITS SUPPLIERS OR VENDORS CONTROL THE MATERIALS POSTED OR SUBMITTED TO THE SERVICE, NOR DO WE OR THEY HAVE ANY OBLIGATION TO MONITOR, SCREEN, POLICE OR EDIT THOSE MATERIALS FOR COMPLIANCE WITH APPLICABLE LAWS OR THIS AGREEMENT. YOU MAY FIND SOME OF THE MATERIALS POSTED BY OTHER USERS TO BE OFFENSIVE, HARMFUL, INACCURATE OR DECEPTIVE. YOU SHOULD USE CAUTION AND COMMON SENSE WHEN USING THE SERVICE.**

## Disclaimer of Warranty

Although AKERS PHARMACY 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 online shopping services.

AKERS PHARMACY 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.

AKERS PHARMACY further disclaims any responsibility for the accuracy, reliability, currency, availability, or completeness of any Resources found on any third-party sites that link to or from the Service, including the weekly circular ads available online. AKERS PHARMACY also does not accept any responsibility for technical failures or for unauthorized access of user transmissions or Materials by third parties.

**Your access and use of the Service and any other Internet sites, including any Resources contained on, or otherwise made available by, them, is solely at your own risk.**

AKERS PHARMACY and its suppliers and vendors will attempt to keep the information, services and resources accessible through the Service timely and accurate, but make no guarantees, and disclaim any implied warranty or representation about the Service's accuracy, relevance, timeliness, completeness, reliability, security or appropriateness for a particular purpose.

**AKERS PHARMACY AND ITS SUPPLIERS AND VENDORS 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, AKERS PHARMACY makes no representation or warranty that the quality of any goods, services, information or other materials purchased or obtained through the Service will meet your expectations, or that any password protection or other security measures for Materials that you may use or allow others to use in connection with the Service will prevent unauthorized access to such Materials, or that any such Materials will not be accessed or misused by any other party.

## Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AKERS PHARMACY OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (COLLECTIVELY, "AKERS PHARMACY 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.**

Neither AKERS PHARMACY nor its suppliers or vendors guarantee the sequence, accuracy, or completeness of any information or content on this or any other Internet sites 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 AKERS PHARMACY'S OR ITS SUPPLIERS' OR VENDORS' CONTROL. THE OPERATION OF THE SERVICE, WHETHER BY AKERS PHARMACY, ITS SUPPLIERS OR ITS VENDORS, 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 YOU MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH THE SERVICE, INCLUDING MATERIALS POSTED OR SUBMITTED TO THE SERVICE.**

**WITH RESPECT TO PRODUCTS, GOODS, OR SERVICES PURCHASED THROUGH AKERS PHARMACY'S SUPPLIERS' AND VENDORS' SITES, IN NO EVENT SHALL ANY AKERS PHARMACY PARTY 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 PROFITS, 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 PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**ANY LIABILITY ON THE PART OF THE AKERS PHARMACY PARTIES, IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED 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 AKERS PHARMACY Parties harmless from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to or arising out of your use of the content on 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

AKERS PHARMACY and its suppliers and vendors may change or modify the information, services, products, materials, and any other resources contained on or accessible through the Service, 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 will not be tolerated, including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities. 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 access to and use of the Service, or parts of the Service, without notice, if we believe, in our sole discretion, that it is in violation of any applicable law or it is harmful to our interests or the interests, including intellectual property or other rights, of another user or other third party 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 AKERS PHARMACY, and may be cancelled or suspended at any time by AKERS PHARMACY without any prior notice or any liability to you or any other person. AKERS PHARMACY is not under any obligation to verify the actual identity or authority of the user of any user ID or password. If AKERS PHARMACY, in its sole discretion, considers a password to be insecure, then AKERS PHARMACY may cancel the password.

You must respond promptly to all email and other correspondence from AKERS PHARMACY, 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, located at <https://akerspharmacy.com/privacy/> ("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.

When participating in sweepstakes or contests offered through the Service, you are urged to review the official rules and regulations governing those promotions. All Materials submitted as part of a contest will be governed by contest rules published with the contest.

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. 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.

AKERS PHARMACY or its suppliers or vendors 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) AKERS PHARMACY 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, AKERS PHARMACY 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 downloaded materials from the Service are afforded you as a result of such downloading for personal, non-commercial use.

As between you and AKERS PHARMACY, AKERS PHARMACY (and its suppliers and vendors) owns the Service and all the content on the Service, 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 all the content on the Service is subject to trademark, service mark, copyright, and/or other intellectual



property rights held by AKERS PHARMACY and its suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. AKERS PHARMACY's trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of AKERS PHARMACY. 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, or posting this content or 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 AKERS PHARMACY is strictly prohibited. You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any commercial purposes any portion of the Service, use of the Service, or access to the Service, or to collect any information about Site visitors or users of the Service, or otherwise systematically download and store Service content. You agree that you will not send, upload, post, reproduce, transmit or distribute any communication, content or Material of any type through the Service or otherwise to AKERS PHARMACY that infringes or violates any rights of any party or violates this Agreement.

If you submit or otherwise provide to AKERS PHARMACY any communications, content or Material, including, without limitation, any personal or commercial information, idea, concept or invention, you hereby irrevocably grant to AKERS PHARMACY an unrestricted, worldwide, perpetual, sublicensable (through multiple tiers), royalty-free license to use, reproduce, display publicly, perform, publish, transmit, distribute and otherwise exploit such Materials in any medium and for any purpose, and you further agree that AKERS PHARMACY is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to AKERS PHARMACY 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 AKERS PHARMACY 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 AKERS PHARMACY or its suppliers or vendors collecting the precise location information of your device. This information will be used as set forth in our

Privacy Policy, including to personalize your service in and near our stores (such as by delivering offers to you). Please see our Privacy Policy for further information.

## Telephone, Text and Fax Policy

By providing your residential or wireless phone and/or fax number(s) to AKERS PHARMACY, 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 AKERS PHARMACY 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 1-866-990-9697 or faxing your opt-out request to 1-866-990-9698. You may also send an opt-out request via email to [info@akerspharmacy.com](mailto:info@akerspharmacy.com) with the phone and/or fax number you wish to opt-out. Your wireless carrier's standard message and data rates may apply.

## Text Messaging Terms and Conditions

Akers Pharmacy, Inc. or one or more of its affiliates (AKERS PHARMACY) offers access to pharmacy and healthcare service messages via recurring SMS (Short Message Service) and MMS (Multimedia Message Service) text alerts. Enrollment in text alerts requires a patient to provide his or her own mobile phone number with an area code within the 50 United States or the District of Columbia. By enrolling to receive AKERS PHARMACY text alerts, you agree to these terms and conditions, which become effective upon your enrollment. You may be asked to verify your mobile phone number before the service will start. This requires responding to a text alert sent to your mobile phone confirming your enrollment in this Service.

You acknowledge that text alerts will be sent to the mobile phone number you provide to AKERS PHARMACY. Such alerts may include limited personal information about your prescriptions, and whoever has access to the mobile phone or carrier account will also be able to see this information. Once you enroll, the frequency of text alerts we send to you will vary. You will typically receive text alerts when we have information for you about your prescriptions or other healthcare information. AKERS PHARMACY does not impose a separate charge for text alerts; however, your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges. The following carriers are supported: AT&T, Sprint, Boost, Verizon Wireless, U.S. Cellular®, T-Mobile®, Cincinnati Bell, Alltel, Virgin Mobile USA, Cellular South, Unicel, Centennial and nTelos. You may opt out of AKERS PHARMACY text alerts at any time. To stop receiving text alerts, text STOP to AKERS PHARMACY 704-703-2174. Texting STOP to AKERS PHARMACY TXT (704-703-2174) will opt you out of any and all future AKERS PHARMACY text messages. After you submit a request to unsubscribe, you will receive one final text alert from AKERS PHARMACY confirming that you will no longer receive text alerts. No additional text alerts will be sent unless you re-activate your enrollment. For questions about text alerts, text the word Help to AKERS PHARMACY TXT (704-703-2174) or contact AKERS PHARMACY at 1-866-990-9697. You also can change your text alert preferences on AKERS PHARMACY.com if you have an account with prescription management.

The AKERS PHARMACY text alert programs are offered on an "as is" basis and: (1) may not be available in all areas at all times; and (2) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. AKERS PHARMACY may change or discontinue any of its text alert programs without notice or liability to you. AKERS PHARMACY and its related companies and each of their respective officers, directors and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from any AKERS PHARMACY text alert program or from technical failures or delays of any kind. AKERS PHARMACY reserves the right to cease delivery of text alerts to any person at anytime in its sole discretion.

## 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 AKERS PHARMACY 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 we offer 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, including the weekly circular ads available online, and you hereby irrevocably waive any claim against us with respect to such Third Party Resources. Your use of any Third Party Resources is subject to the Third Party's terms, conditions and policies applicable to such products, services or materials (such as Terms of Service or Privacy Policies of the providers of such products, services or materials). AKERS PHARMACY is not responsible for the privacy and security of any information you share with that Third Party, including your credit card or payment information. When you elect to receive these services from a Third Party, you agree to hold that Third Party responsible for any unauthorized use or disclosure of your personal information.

## 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 State of North Carolina, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

## 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 AKERS PHARMACY OR ITS SUPPLIERS OR VENDORS, 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 AKERS PHARMACY 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 available at <https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=ADRSTAGE2021424>), 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, AKERS PHARMACY 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 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 AKERS PHARMACY a written notice by mail, e-mail or fax, requesting that AKERS PHARMACY 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 AKERS PHARMACY a counter-notice. Notices and counter-notices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA (see <http://www.copyright.gov/> for details), which, with respect to notices of infringement, currently include, among other requirements, the following:

1. Sufficient information identifying the copyrighted work(s) believed to be infringed.
2. Sufficient information identifying the allegedly infringing material(s) and the location of such material(s) in order to permit AKERS PHARMACY to locate such material(s).
3. A statement from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed that such owner or authorized representative has a good faith belief that the allegedly infringing materials are used in a manner not authorized by the copyright owner, its agent, or the law.
4. Contact information for the complaining party, including a mailing address, a telephone number and, if available, an email address.
5. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed.

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

DMCA Agent, Legal Department

Mail:  
AKERS PHARMACY  
1595 E Garrison Blvd  
Gastonia, NC 28054

Email: [info@akerspharmacy.com](mailto:info@akerspharmacy.com)

Fax: 704-867-4262

AKERS PHARMACY's DMCA agent can also be reached at the following phone number: 704-865-3411.

## 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 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 AKERS PHARMACY to any non-U.S. jurisdiction or law. By accessing and using the Service you agree that such access and use is subject to the terms, conditions, and policies of this Agreement as well as applicable laws. 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 AKERS PHARMACY 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](https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers). Please note that AKERS PHARMACY does not endorse any of the products or services listed on such site.

If you have a question or complaint regarding the Service contact us as follows:

Akers Pharmacy  
1595 E Garrison Blvd  
Gastonia, NC 28054

Telephone: 704-865-3411

## Voice Service Technology

If you use devices and/or accessories capable of voice service technology, including but not limited to Amazon Digital Services LLC's ("Amazon") Alexa voice services and/or Google LLC's ("Google") Google Home products and Google Assistant voice services, to obtain information about AKERS PHARMACY, including but not limited to our Services, to locate AKERS PHARMACY Pharmacies,

and/or to get AKERS PHARMACY store information, you understand and acknowledge that you are also subject to and governed by the terms of the applicable third-party and their corresponding devices, accessories, and/or technology.