These Terms of Use ("Terms of Use") are applicable to your access to and use of the ScriptHero website accessible at the URL www.scripthero.com ("Website") and the ScriptHero mobile application, when available ("App" and, together with the Website, the "Services") operated by or on behalf of ScriptHero LLC, a Delaware limited liability company, our subsidiaries and our affiliates (collectively "ScriptHero," "our," "us," or "we"). Your access to and use of the Services, and the information and services available through the Services, are subject to the terms, conditions and notices contained in or referenced in these Terms of Use, regardless of whether you possess an account through the Services linked to your name and/or contact information ("Account"), as well as any other written agreement between us and you. In addition, when using particular services or materials on the Services, you will be subject to any posted rules applicable to those services or materials that may contain terms and conditions in addition to those in these Terms of Use.

By accessing or using the Services, you agree to these Terms of Use. Please read them carefully. If you do not understand or agree to be bound by these Terms of Use, do not access or use the Website or App services.

The Website and App are Provided as a Service to You

We are providing the Services to you as a consumer for your personal or household use, and not as a service to any healthcare or insurance providers. To the extent ScriptHero is acting in the capacity of a Covered Entity or Business Associate as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), ScriptHero complies with the HIPAA Privacy Rule which governs safeguards to protect "Protected Health Information" (PHI).

Privacy Policy

The ScriptHero Privacy Policy is part of these Terms of Use and is incorporated into the Terms of Use by this reference. By accepting these Terms of Use, you agree to our collection, use, and disclosure of information as described in the Privacy Policy as modified from time to time. We encourage you to review the Privacy Policy at https://www.scripthero.com/privacy-policy.

ScriptHero Services

As part of the Services, ScriptHero provides pricing information, which may include pricing connecting to your use of a discount prescription drug card. ScriptHero may also present you with pharmaceutical manufacturer sponsored programs. In addition, ScriptHero may identify certain clinical trials and research opportunities that may be relevant to you and present you with messages related to those clinical trials and research opportunities.

ScriptHero may gather and display insurance benefit information for certain insurance plans. The content is for informational purposes only and is subject to change at any time. ScriptHero does not warrant or assure the accuracy of the information displayed on the Website or the App. If you have any questions about your benefits, please contact your plan sponsor.

Your access to these discounts is facilitated by a card which may be printed from the Website, or electronically presented at the Pharmacy through the Website or the App (the "Card"). Your use of any Card presented on the Website is subject to these Terms of Use and ScriptHero's Privacy Policy. These pharmaceutical manufacturer sponsored programs may have separate or additional terms and conditions which will be presented to you and apply to your use of the associated program, even if it conflicts with the terms in these terms of use.

If you have commercial insurance prescription drug coverage, you can use your Card instead of your insurance. Pricing using the Card may not apply towards your deductible or result in lower out of pocket costs to you over a long period of time. The pricing associated with the Card is set by the pharmacy, and is not guaranteed for any minimum period of time. If you do not have prescription drug insurance coverage, you can use your Card for savings on many brand name or generic prescriptions you or a household member pays for out-of-pocket unless other restrictions apply. This Card may not be used by beneficiaries of federal or state funded healthcare benefit plans.

There is no fee to obtain or use the Card. However, you will be responsible for paying the cost of the prescription drugs as specified by the participating pharmacy. The Card is a voluntary program, and you are free to fill your prescription at any pharmacy, regardless of whether you decide to use the Card.

DISCOUNT ONLY - NOT INSURANCE. The Card is NOT a health insurance benefit or policy and is not intended as a substitute for health insurance.

The Card allows you to obtain discounts on certain prescription drugs purchased through ScriptHero-participating pharmacies.

You are required to pay for the cost of all prescription drugs at the time of purchase. ScriptHero does not make payments to any pharmacy or health care provider as part of this program. Prices do not include sales or other taxes.

To obtain discounts through ScriptHero, you will need to present your Card before you pay for any prescription or other product. The range of the discounts presented to you on the Website or App will vary depending on the prescription drug, the participating pharmacy chosen, your selected geographical location, and any other search requirements you provide.

ScriptHero does not guarantee the quality of the services or products offered by individual participating pharmacies. ScriptHero is provided to you as a tool to

evaluate an estimated price at the time of pricing search for a particular prescription drug and does not constitute advice on how manage your overall prescription drug costs.

You agree that you are responsible for all phone and data charges you incur through the use of Services.

We reserve the right to disable the Website or the App or specific features or functionality or make them available to anyone for any reason at any time, without notice or liability to you.

Discount Card Operator and Contact Information

Cards labeled as ScriptHero are operated by either: (i) Medical Security Card Company, LLC located at 4911 E. Broadway Blvd., Tucson, AZ 85711, 1-800-347-5985. The Medical Security Card Company website is accessible at www.medicalsecuritycard.com; or (ii) Towers Administrators LLC (doing business as "SingleCare Administrators") with its administrative office located at 4510 Cox Road, Suite 111, Glen Allen, VA 23060, 1-866-856-2615. SingleCare's company website is accessible at www.singlecare.com. To identify the applicable discount card operator please refer to the additional card information which may be accessed by clicking the "I" icon on the particular Card.

Cards labeled as Savings SeekerRx are administered by Summa Script LLC located at 1564 Northeast Parkway, Atlanta, GA 30329. 1-877-728-7335. The Summa Script LLC website is accessible at www.savingsseekerrx.com.

The above discount card operator information does not apply to any cards labeled as pharmaceutical manufacturer sponsored. Pharmaceutical manufacturer sponsored cards are administered by ScriptHero LLC in conjunction with its affiliates.

Electronic Communications

When you use the Services or send text messages or e-mail to us, you are communicating with us electronically. You also consent to receive communications from us electronically by SMS or text messages, e-mail, or by posting notices via the Services. 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. I understand and agree that health information transmitted by e-mail and cell phone cannot be secured against unauthorized access.

Intellectual Property

All content included in, or made available through, the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software,

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Mobile Terms of Use

You will receive autodialed marketing and other texts from ScriptHero at the mobile number you use to text JOIN. You understand that texting is not a secure form of communication. Text **JOIN** to 42-678 to receive up to 10 messages per week. **Message and data rates may apply.**

Help Information

For additional support and program information, text **HELP** to 42-678 or email us at help@scripthero.com.

STOP Information

Text **STOP** to 42-678 to opt out of messages from ScriptHero. You'll be unsubscribed and will receive a confirmation message confirming your opt out.

Supported Carriers Include:

SouthernLinc, Bandwidth, Google Voice, Buffalo Wireless, Chariton Valley Cellular, Leaco, Cable Vision, Copper Valley, AT&T, Sprint/Boost/Virgin, T-Mobile/MetroPCS, Verizon Wireless, CellCom USA, C Spire Wireless, U.S. Cellular, Pine Belt Wireless, ACS/Alaska, Atlantic Tele-Network International (ATN), Advantage Cellular (DTC Wireless), Appalachian Wireless, Bluegrass Cellular, Cellular Network Partnership (PIONEER), Cellular One of East Central Illinois, Chat Mobility USA, Coral Wireless (Mobi PCS), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI Communications Corp, Golden State Cellular, Illinois Valley Cellular (IV Cellular), i Wireless (IOWA Wireless), Nex-Tech Wireless, MTA Communications, MTPCS (Cellular One Nation), Cross Telephone Company (MBO Wireless), Duet IP (Maximum Communications New Core Wireless), Inland Cellular Telephone Company, Immix(Keystone Wireless), Mosaic (Consolidated or CTC Telecom), Northwest Missourri Cellular Limited, Peoples Wireless, Panhandle Telecommunications Systems(PTCI), RINA, Revol Wireless USA, SI Wireless/Mobile Nation, SRT Wireless, Texas RSA 3 Ltd(Plateau Wireless), Thumb Cellular, United Wireless, Union Telephone Company(Union Wireless), Viaero Wireless, West Central Wireless (5 Star Wireless), Sagebrush Cellular (Nemont), Carolina West Wireless (CWW), Pine Cellular, Aio Wireless/Cricket

**T-Mobile is not liable for delayed or undelivered messages.

For additional support, contact help@scripthero.com. We respect your right to privacy. Please visit https://www.scripthero.com/privacy-policy to review.

Mobile App

If available, to use our App, you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. We grant to you a non-exclusive, non-transferable, revocable license to use the App for registered accounts owned solely by you, for your personal and non-commercial use.

You may not: (a) attempt to derive the source code of, modify, disassemble, decompile or reverse engineer the App; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third-party; (c) make any copies of the App; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (e) delete the copyright and other proprietary rights or notices on the App.

You acknowledge that we may from time to time issue upgraded versions of the App, and may upgrade automatically to your mobile device the version of the App that you are using. You consent to such automatic upgrading and agree that these Terms of Use will apply to all such upgrades.

You acknowledge and agree that the availability of the App is dependent on the third-party websites and/or services from which you download the App (for example, the App Store from Apple or the Android app market from Google, each an "**App Store**"). You acknowledge that these Terms of Use are between you and ScriptHero and not with an App Store or provider of the App Store. Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from it. You agree to comply with, and your license to use the App is conditioned upon your compliance with, such App Store terms and conditions.

Your Account

We may require that you create an account to access or use some or all of the Website or App. By creating an account, you agree to: (a) provide accurate and current information; and (b) maintain and promptly update such information to keep it accurate and current. If you provide any information that is false, inaccurate, or deceptive, as determined in our sole discretion, we may suspend or terminate any account you establish, decline to provide you with services on the Website and App, and/or refuse any or all current or future use of the Website and App or any portion thereof.

If you create an account, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your mobile device. You agree that you are responsible for all activities that occur under your account or password, even if not authorized by you. You must notify us immediately of any breach of security or unauthorized use of your account.

You agree that we may deactivate any account for any lawful purpose, including to address any security or legal concerns relating to or arising from your use of the Services.

Minors and Use of Service as a Legal Guardian or Caregiver

You must be 18 years of age or older to access or use the Services. By using the Services, you represent that you are 18 years of age or older. If you use the Services as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

If you are legally authorized under applicable law to manage the care for another person, such as a child or parent, you can use the App as a "Caregiver". Caregivers must have permission from the patient, or permission from someone acting on the patient's behalf.

Your Conduct

You agree to comply with all laws, rules, and regulations applicable to your use of the Services. In addition, when using the Services, you agree to:

- Not take any action that interferes with the proper working of the Services, compromises
 the security of the Services, or otherwise damages the Services or any materials and
 information available through the Services.
- Not solicit the performance of any illegal activity or other activity that infringes our rights or the rights of others.
- Not attempt to gain unauthorized access to any portion or feature of the Services, to any other systems or networks connected to the Services, to any of our servers, or to any of the services offered on or through the Services, including but not limited to by hacking, password "mining," or any other unauthorized means.
- Not probe, scan, or test the vulnerability of the Services or any network connected to the Services.
- Not attempt to breach the security or bypass the authentication measures on the Services or any network connected to the Services.
- Not upload or transmit any viruses, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment to the Services.
- Not use the Services, or any service or information made available or offered by or
 through the Services, in any way where the purpose is to reveal any information, other
 than your own information, or the information of a person in which you are legally
 authorized under applicable law to manage his or her care (such as a child or parent), or
 information that we make available to you through the Services.
- Not use any automated means to collect information or content from or otherwise access the Services, including but not limited to through the use of technical tools known as robots, spiders, or scrapers, without our prior permission.
- Provide accurate and current information, and not to provide information that attempts to impersonate another individual.
- Maintain and promptly update such information to keep it accurate and current.
- Be financially responsible for all use of the Services.

You may not use the Services for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of ScriptHero or others. You agree that we may at any time, and at our sole discretion, terminate your account and access to the Services without prior notice to you for violating any of the above provisions.

Marketing

Regardless of whether you have chosen to opt out of certain marketing offers from us, by using the Website you agree that we may market our services and the services of other companies on the Website through the use of banner ads, "hyper-links", and other similar

marketing devices. Products offered will be at our sole discretion, and may be provided by companies not affiliated with us. Non-affiliated companies will be solely responsible and liable for the provision of or failure to provide stated services, benefits, or products. We do not legally endorse or guarantee products or services provided by non-affiliated companies.

Disclaimer of Warranties, Limitation of Liability, and Indemnification

The following terms apply to your use of the Services:

- Disclaimer of Warranties: YOUR USE OF EACH OF THE WEBSITE AND APP IS AT YOUR SOLE RISK, AND YOU ASSUME ALL COSTS ASSOCIATED WITH YOUR USE OF THE SERVICES. THE WEBSITE AND APP AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE AND APP ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE WEBSITE AND APP AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE AND APP ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE AND OUR AFFILIATES DO NOT WARRANT THAT THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE OR APP ARE ACCURATE, RELIABLE, COMPLETE, OR CORRECT WITHOUT INTERRUPTIONS, DEFECTS OR ERRORS; THAT THE WEBSITE OR APP WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE OR APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC PRESCRIPTION DRUG, PHARMACY OR RELATED INFORMATION THAT MAY BE PROVIDED TO YOU BY US OR THROUGH YOUR USE OF THE SERVICES.
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- IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OF USE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES. OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- Accuracy of Information: ScriptHero attempts to be as accurate as possible in the provision of the services made available through the Services. Despite our efforts, the information on the Services may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or currency of any information on the Services. You acknowledge that we have no duty or obligation to maintain the accuracy of, or update any such information, and agree that your reliance on any such information is at your own risk. If a price referenced through the Services itself is not as described, your sole remedy is to accept the correct pricing or forgo the transaction.
- Indemnification: You agree to defend, indemnify, and hold us, our affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from any and all liability, claims, and expenses (including reasonable attorneys' fees) that arise out of, or are related to, your violation of these Terms of Use or your use or misuse of the Services.

Links to Other Websites

Our Services may include links to external third-party websites and online services that are not under our control. We are not responsible for the collection, use, and disclosure of your information on those websites and other online services provided by those third parties. We encourage you to review the privacy policies and terms of use of each website and other online service you visit. The inclusion of links to external third-party websites and online services does not imply endorsement of, or association with, such websites and online services by us, or any warranty of any kind, either express or implied.

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This license does not allow you to use the App on a device that you do not own or control, and you may not distribute or make the App available over a network where it could be used by multiple devices at the same time.

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You understand that the uploading of information to your mobile device in connection with the App and submitting information to the Website is at your own risk and that we are not responsible for unauthorized access to or use of any personal or other information. All information uploaded to the App may be stored on your mobile device and you understand that the security and safety of your mobile device is your sole responsibility.

Void Where Prohibited

We administer and operate the Services from our location in the United States. Although the Services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. We reserve the right to limit, in our sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Services is void where prohibited. If you choose to access the Services from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

• **Assignment**: You agree that these Terms of Use and all incorporated agreements may be assigned by ScriptHero in our sole discretion. Additionally, ScriptHero may assign or

- transfer any information you submit to the Services in connection with a sale of the company, merger or other corporate reorganization to the extent the Services are part of such transaction.
- **Electronic Signatures**: As part of the ScriptHero platform, I may be asked to electronically sign applicable documentation. Clicking "I agree" or a similar prompt shall constitute my electronic signature and legally bind me to the document or provision in question.
- Changes to These Terms of Use: We reserve the right to modify these Terms of Use, in whole or in part, at our own discretion at any time. Modifications shall be effective immediately upon the linking of modified Terms of Use to the Services, or, if you possess an Account, by communicating the modifications to you either when you visit our Website, log in to the App or by sending you notice using the contact information that you have provided to us (including via text or email). You agree to comply with, and be bound by, any such modifications by continuing to use or access the Services after modified Terms of Use are posted to the Services.
- Choice of Law and Jurisdiction: You agree that these Terms of Use will be governed by and construed in accordance with the laws of Ohio without regard to the conflicts of laws rules of any jurisdiction, and that any dispute arising out of or relating to these Terms of Use or your access to or use of the App will be subject to the exclusive jurisdiction and venue of the courts located within Ohio. You agree to the personal jurisdiction and venue of these courts. A printed version of these Terms of Use will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Because some jurisdictions do not permit the choice of law, jurisdiction, or venue, these requirements may not apply to you.
- Severability and Integration: Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and ScriptHero with respect to the Services, and supersede all prior or contemporaneous communications and proposals (whether written or electronic) between you and ScriptHero with respect to the Services. If any provision in these Terms of Use is deemed by a court to be invalid, void, or for any reason unenforceable, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of the applicable rules, laws or court decisions. Any provision deemed invalid, void, or unenforceable shall be deemed severable and shall not affect the validity and enforceability of any remaining provision.
- Waiver: Any waiver by us of a breach of any provision of these Terms of Use shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of these Terms of Use. Any such waiver must be in writing. Failure by us to insist upon strict adherence to any term of these Terms of Use on one or more occasions shall not be considered a waiver or deprive us of the right to insist upon strict adherence to that term or any other term of these Terms of Use in the future.
- **Operation of the Services**: We reserve the right to do any of the following, at any time, at our sole discretion, with or without notice, and without any liability to you: (a) modify, suspend, or terminate operation of or your access to the Services, or any portion of the Services, including but not limited to for your violation of these Terms of Use; (b)

modify or change the Services, or any portion of the Services; and (c) interrupt the regular operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, to correct errors, or to make other changes to the Services.

Contact Us

If you have any questions or concerns about the Services or these Terms of Use, please contact us at help@scripthero.com. Alternatively, you may write to us at:

ScriptHero 910 John Street Columbus, Ohio 43222

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