

PHARMACIST INTEGRATIVE HEALTHCARE INC.

END-USER LICENSE AGREEMENT

Welcome to the Pharmacist Integrative Healthcare Inc. websites, which includes but is not limited to MedCarePharmacist.com (the “Sites”). The Sites are provided as a service to our customers. Please review the following terms and conditions of use, including an Arbitration Agreement, which govern your use of the Sites (the “Agreement”).

References in this Agreement to “you” or “your” refer to both you and any person or entity on whose behalf you act, if any.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD REJECT THEM BY NOT USING THE SERVICE AND BY NOT INSTALLING OR USING THE SOFTWARE. BY INSTALLING AND/OR USING THE PHARMACIST INTEGRATIVE HEALTHCARE SOFTWARE, MOBILE APPLICATION, OR ANY INCLUDED DOCUMENTATION, PHARMACIST INTEGRATIVE HEALTHCARE’S WEBSITE (“WEBSITE”) AND ANY OF PHARMACIST INTEGRATIVE HEALTHCARE’S SERVICES (“SERVICES”) ACCESSIBLE BY USING THE SOFTWARE (COLLECTIVELY, SUCH SOFTWARE, MOBILE APPLICATION, WEBSITE AND SERVICES, THE “SOFTWARE”), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE “AGREEMENT”), AND THIS WILL BE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND PHARMACIST INTEGRATIVE HEALTHCARE INC. (“PIHI”, “WE”, “US” OR “OUR”).

YOUR ACCESS TO AND USE OF OUR SOFTWARE, WEBSITE, AND SERVICES IS SUBJECT IN ALL RESPECTS TO THE TERMS OF OUR PRIVACY POLICY AVAILABLE AT www.medcarepharmacist.com/privacy, AS WE MAY UPDATE THAT PRIVACY POLICY FROM TIME TO TIME ON REASONABLE NOTICE TO YOU AS DESCRIBED UNDER OUR PRIVACY POLICY (“PRIVACY POLICY”).

YOU FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THIS AUTHORIZATION IS NOT A CONDITION FOR RECEIVING ANY TREATMENT, PAYMENT, OR BENEFIT AND YOU UNDERSTAND THAT YOUR REFUSING TO AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THIS AUTHORIZATION, WILL NOT AFFECT ANY TREATMENT, PAYMENT, OR BENEFIT FOR WHICH YOU MAY BE ELIGIBLE. HOWEVER, YOU ACKNOWLEDGE AND UNDERSTAND THAT IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL NOT BE PROVIDED WITH ACCESS TO THE PIHI SOFTWARE OR SERVICES AS DESCRIBED HEREIN.

YOU HEREBY EXPRESSLY CONSENT TO PIHI CONTACTING YOU DIRECTLY BY PHONE CALL, EMAIL, TEXT MESSAGE, OR OTHERWISE THROUGH THE SOFTWARE IN ORDER TO PROVIDE YOU WITH SERVICES UNDER THIS AGREEMENT.

THESE TERMS AND CONDITIONS INCLUDE A CLASS ACTION WAIVER. THIS AGREEMENT LIMITS THE REMEDIES THAT MAY OTHERWISE BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

THE SOFTWARE IS NOT FOR MEDICAL EMERGENCIES. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER, DIRECTLY AND NOT THROUGH OUR SOFTWARE, WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.

NOT FOR EMERGENCY USE; NO REAL-TIME MONITORING: You understand the Program and the System are not emergency response systems. If you need emergency care, you will call 911.

The Services are provided “AS IS” without warranty, express or implied. PIHI hereby excludes all implied warranties of merchantability and fitness for a particular use or purpose with respect to the Services. There are no warranties that extend beyond the description on the face of this Agreement. PIHI makes no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness, or suitability of the Services. PIHI does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. PIHI does not guarantee or warrant that files available for downloading will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. PIHI does not warrant or guarantee that the Services will be uninterrupted or error-free or that defects in the Services will be corrected.

GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, PIHI hereby grants to you a personal, non-transferable, non-exclusive, royalty free, limited license to install, access and use the Software for your own personal purposes of tracking and attaining support for your health and communicating your progress with designated third parties. Portions of the Software, including substantial portions of the Services accessible as part of the Software, will be provided via remote access from your device to PIHI’s platform. You may utilize the Software for communications to and from designated third parties.

SOFTWARE USE RESTRICTIONS

You shall not sublicense, distribute, hypothecate, lease, loan or otherwise convey the Software or the content made available through the Software (“Content”) or any portion thereof to anyone, and under no circumstance may you use or allow the use of the Software in any manner other than as expressly set forth above. You shall not modify the Software, incorporate the Software in whole or in part in any other product or create derivative works based on all or part of the Software. You

shall not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Software. You shall not use the Software in connection with a service bureau, time sharing or fee-for-service arrangement with third parties. Except to the extent permitted by applicable local law, you shall not reverse assemble, decompile or disassemble or otherwise reverse engineer any portion of the Software. If you dispose of any media embodying Software or Content, you will ensure that you have completely erased or otherwise destroyed any Software and Content stored on such media.

THE SOFTWARE IS NOT INTENDED FOR USE IN ANY SITUATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH OR BODILY INJURY OF ANY TYPE. YOU ARE SOLELY RESPONSIBLE FOR USING THE SOFTWARE IN A MANNER CONSISTENT WITH ALL APPLICABLE INTERNATIONAL, REGIONAL, FEDERAL, NATIONAL, STATE, AND LOCAL LAWS (“APPLICABLE LAWS AND REGULATIONS”).

PERSONAL DATA

While using the Software, you may be prompted to provide additional personal information, including without limitation, protected health information (“PHI”) or other medical information (collectively, PHI and any personal information you or your healthcare provider enter through the Software shall be referred to as your “Personal Data”). Applicable Laws and Regulations require that PIHI protect the privacy of your Personal Data. PIHI uses encryption technology to ensure the privacy of all Personal Data entered through the Software as part of the Services provided to you herein.

By agreeing to the terms of this Agreement, you are authorizing PIHI to collect, use, and disclose your Personal Data to provide you with access to and use of the Software, to enhance the treatment provided to you by your healthcare provider and for purposes of health support. In addition, PIHI may use your Personal Data for evaluation of the Services and for quality improvement purposes.

CONSENT TO DISCLOSURE AND USE OF PERSONAL DATA IN DE-IDENTIFIED FORM

PIHI may de-identify and/or anonymize your Personal Data (i.e., remove all information that could be used to specifically identify you to create “De-Identified Personal Data”) provided to us through the Software, and use that De-Identified Personal Data in aggregate or non-aggregate forms for research studies, evaluation of the Services, quality improvement purposes, or for any other lawful commercial purpose. PIHI’s use and disclosure of any Personal Data and De-Identified Personal Data in aggregated or non-aggregated forms will be conducted in compliance with all Applicable Laws and Regulations. You agree that: (a) you consent to such disclosures and uses of De-Identified Personal Data; (b) PIHI is not obligated to pay any amount to you or otherwise compensate you or any other person in any way for such disclosures and uses; (c) PIHI is not required to furnish you with any other information of any kind regarding such disclosures and uses; and (d) to the extent that you have proprietary interest in any such De- Identified Personal Data, you waive any right to such interest and you waive any right to seek compensation for such disclosures or uses.

USE OF CONTENT

The Software and Content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to make changes to the Software, document names, Content, descriptions or specifications of products or Services, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available through the Software, subject to the following conditions:

1. The Content may be used solely for your personal informational purposes. No part of this Software or its Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.
2. The Content may not be modified.
3. Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on PIHI's Website or in the Software or Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Software or any Content displayed on our Website, through the use of framing or otherwise, except: (a) as expressly permitted by these terms of use; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on our Website.

If you violate any of these terms and conditions, your permission to use the Software and Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Software or Content. Your records containing your Personal Data are available in accordance with PIHI's Privacy Policy.

COPYING RESTRICTIONS

You may copy the Software onto your mobile device, and you may make one (1) copy of the Software for backup or archival purposes. You agree that (i) your use and possession of such copies shall be solely under the terms and conditions of this Agreement, and (ii) you shall place the same proprietary and copyright notices and legends on all such copies as included by PIHI on any media embodying an authorized copy of the Software originally provided by PIHI. Except as described in this paragraph, you are not permitted to copy the Software or Content.

DISCLOSURE RESTRICTIONS

You acknowledge that the Software, including the source code for the Software and any information derived therefrom, constitutes a valuable trade secret of PIHI. If you should gain access to such materials, you shall not disclose them to anyone.

OWNERSHIP OF SOFTWARE

You agree and acknowledge that (i) the Software is licensed to you, not sold, and PIHI transfers no ownership interest in the Software, in the intellectual property in any Software or in any

Software copy, to you under this Agreement or otherwise, (ii) that PIHI and its licensors reserve all rights not expressly granted to you hereunder, (iii) PIHI or its licensors own the Software (including, but not by way of limitation, any images, algorithms, photographs, animations, video, audio, music and text incorporated in the Software), (iv) PIHI owns the data collected via the Software and has the right to use such data in accordance with our Privacy Policy, and (v) the Software is protected by United States Copyright Law and international treaties relating to protection of copyright. The Software includes, and this Agreement will cover, any updates, upgrades or bug fixes for the Software provided to you.

LOGIN INFO AND ACCESS

Your access to the Software must be via login credentials (“Login Credentials”). You agree that you are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs under those Login Credentials. You agree to notify us immediately if you believe that any of Your Login Credentials have been or may be used without your permission so that appropriate action can be taken. You are responsible for keeping your password and/or pin codes confidential. PIHI is not responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your home, business or other place of access.

You may not (i) create more than one account to access the Software, (ii) share your Login Credentials with any third party nor (iii) transfer your account to any third party. PIHI is not responsible for any loss or damage caused by, or expense incurred by you because of, your failure to safeguard your Login Credentials. You agree that you shall not rent, resell, or to remarket the Software or Content or to provide access to the Software or Content to any third party. PIHI may terminate any Login Credentials in its sole discretion; you may not be permitted to create a new account to access the Software or Content if your prior Login Credentials have been terminated by PIHI.

PIHI will protect as confidential any Personal Data that you may provide to complete the applicable online forms to establish your Login Credentials with PIHI. You agree to provide, maintain and update true, accurate, current and complete Personal Data on the screens that collect information from you in connection with the Software, and represent that you will not misrepresent your identity or your affiliation with any person or entity.

ONLINE COMMUNICATION SERVICES

You may send and receive electronic mail (“email”), engage in phone calls and chats, download and upload files and otherwise use the Services as permitted by this Agreement. PIHI reserves the right to record any phone calls that occur between you and any of our customer service representatives and/or coaches. You are responsible for your communications and your use of the Services. You may not, under any circumstances, do any of the following: (a) use simultaneous, unattended or continuous connections to the Services with one account; (b) post or transmit any message that PIHI deems libelous or defamatory; (c) post or transmit any message, data, image or program that is indecent, obscene or pornographic; (d) post or transmit any message, data, image, or program that would violate the property rights of others, including unauthorized copyrighted

text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; (e) use the Sites to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (f) intercept or attempt to intercept email or other private communications not intended for you; (g) send email to Users or other Internet users for any purpose other than personal communication, including to advertise or make any unsolicited offer to sell goods or services to other Users, use as a unsolicited mass distribution medium to communicate a generally unsolicited message, or use your email account as an address to which Users or other Internet users need to respond (except as otherwise expressly permitted by the Sites or PIHI); (h) send unsolicited email messages through third-party mail servers in order to relay your email or hide the origination of your email to others; (i) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights to such files or have received all necessary consents; (j) upload files that contain a virus or corrupted data; (k) delete any author attributions, legal notices, or proprietary designations or labels in a file that you upload to BBS or the Sites; (l) falsify the source or origin of software or other material contained in a file that you upload to BBS or the Sites; (m) use the Sites in a manner that adversely affects the availability of its resources to other Users; (n) use, download, or otherwise copy or provide (whether or not for a fee) to a person or entity that is not a subscriber to the Sites the User directory or any portion thereof other than for personal, non-commercial purposes (except as otherwise expressly permitted by PIHI); (o) falsely purport to be an employee or agent of PIHI; (p) cause repeated disruptive incidents; or (q) act, or fail to act, in your use of the Sites, in a manner that is contrary to applicable law or regulation. In addition, you may not post or transmit any message which is harmful, threatening, abusive, or hateful.

RELIABILITY OF COMMUNICATIONS NETWORKS

You understand and agree that PIHI does not control the system that provides the internet connectivity for the System, Software or the availability of service for any computer or electronic device. You understand and agree that the PIHI is not responsible for any mistake or lack of signal or service because of those systems. You also understand and agree that the PIHI is not responsible if one of those systems breaks any laws related to the way information is sent using any computer or other electronic device.

TRANSFER RESTRICTIONS

You may not sublicense, delegate, assign or otherwise transfer this Agreement, the license granted herein, or any other of your rights or obligations under this Agreement, in whole or in part.

EXPORT RESTRICTIONS

You may not export or re-export any Software except in full compliance with all United States laws and regulations and other Applicable Laws and Regulations, executive orders and the like, including the Export Administration Regulations of the U.S. Department of Commerce. Without limitation of the foregoing, no Software may be exported or re-exported into (or to a national or resident of) any country to which the U.S. embargoes goods, or to anyone on the U.S. Treasury

Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List.

BREACH AND TERMINATION

This Agreement and any license granted herein may be suspended or terminated by PIHI immediately in our sole discretion if you fail to comply with any term or condition of this Agreement. In addition, PIHI may at any time suspend your access to the Software, if you are in breach of this Agreement or using the Software in a manner that impairs the operation of the Software or that violates the Privacy Policy. You agree that we are not liable to you or any third party for any termination of your access to our Software.

You acknowledge and agree that the Software is under development and will continually change as PIHI may determine from time to time. PIHI reserves the right to terminate any portion of the Software or any Services related to the Software at any time.

ENFORCEMENT OF TERMS; EFFECT OF TERMINATION

If you fail to fulfill any of your obligations under this Agreement, and this Agreement terminates, PIHI and/or its licensors may pursue all legal remedies available to them. You agree that PIHI licensors referenced in the Software are third- party beneficiaries of this Agreement and may enforce this Agreement as it relates to their intellectual property. Sections of this Agreement which by their nature survive expiration or termination of this Agreement shall survive according to their terms. Upon termination, you shall promptly uninstall and remove the Software from the mobile device on which it was installed.

US GOVERNMENT USERS

Pursuant to the policy stated at 48 CFR 227.7202-1, U.S. Government users acknowledge that (i) the Software is commercial computer software, (ii) this Agreement embodies the licenses customarily used by PIHI for licenses in Software granted to the public, and (iii) the licenses set forth herein shall apply to all possession, use and duplication of the Software by the U.S. Government, except to the extent which such licenses are inconsistent with Federal procurement law. The Contractor/manufacturer is PIHI.

ACCESS TO OUR SOFTWARE BY MINORS

The Children's Online Privacy and Protection Act requires that online service providers, which are consistently accessed by children under the age of 13 years old, obtain parental consent before they collect personally identifiable information online from these children. PIHI does not knowingly collect Personal Data from children under the age of 13, and our Software is not directed at users under the age of 13. **You hereby acknowledge and agree that children under the age of 13 are prohibited from using our Software.** A parent, guardian, or personal representative may use the Software on behalf of a child under the age of 13. Furthermore, you acknowledge and agree that minors between the ages of 13 and 17 may use our Software, but that

a parent, guardian or personal representative must consent to this Agreement and our Privacy Policy on their behalf.

ASSUMPTION OF RISK

The Software is designed to provide a designated third-party with health-related information based on your use of the Software. The Software and any related data supplied to you by PIHI does not provide medical advice. By granting you the right to use the Software, PIHI does not assume any obligation or liability with respect to your health. In no event shall PIHI be liable for any death or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Software or any activity you undertake in connection with your use of the Software.

DISCLAIMER OF WARRANTY

PIHI PROVIDES THE SOFTWARE TO YOU “AS IS”, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PIHI MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE IS ACCURATE, COMPLETE OR UP-TO- DATE. PIHI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY DATA OR INTERACTIONS OF ANY USER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PIHI EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR SHALL CREATE A WARRANTY FOR THE SOFTWARE, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. PIHI’S LICENSORS EXPLICITLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SOFTWARE.

LIMITATIONS OF LIABILITY AND RELEASES

IN NO EVENT SHALL PIHI OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION THE COST OF COVER, DAMAGES ARISING FROM LOSS OF DATA, USE, PROFITS OR GOODWILL), WHETHER OR NOT PIHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

PIHI’S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR YOUR USE OR POSSESSION OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY CLAIMS IN TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, AND FOR ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED U.S. \$1.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PIHI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, BUSINESS ASSOCIATES, AND SUPPLIERS (THE “PIHI SITES PARTIES”) FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING INFRINGEMENT OF THIRD PARTIES’ WORLDWIDE INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THE SITES USING YOUR SERVICE ACCOUNT.

EXCLUSIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON CERTAIN TYPES OF DAMAGES, SO THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU WITH RESPECT TO CERTAIN TYPES OF DAMAGES OR CLAIMS.

USER SUBMISSIONS

You agree that you will not upload or transmit any communications or submissions of any type to public areas of the Software, including message boards if we add them to our Services (“Public Areas”) that infringe or violate any rights of any party. By submitting communications or other materials to the Public Areas, you agree that such submissions are non-confidential for all purposes.

If you make any such submission you agree that you will not send or transmit to PIHI by email, (including through the email addresses listed on the “Contact Us” page) any communication or material that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to PIHI by email, you agree such submission is non-confidential for all purposes.

If you make any submission to a Public Area of our Website or if you submit any business information, idea, concept or invention to PIHI by email or otherwise, you automatically grant, or warrant that the owner of such communication or intellectual property has expressly granted, PIHI a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or material in any media or medium, or any form, format, or forum now known or hereafter developed. PIHI may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to a Public Area or to PIHI.

PROHIBITED ACTIVITIES

By accessing our Software or using our Services, you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use our Software or Services to:

1. Transmit any communications or materials that are unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by PIHI.
2. Use a name or language that PIHI, in its sole discretion, deems offensive.
3. Transmit or post defamatory statements.
4. Transmit or post hateful or racially or ethnically objectionable communications or materials.
5. Transmit or post any communications or materials that infringe another's copyright, trademark or trade secret.
6. Transmit or post unsolicited advertising or unlawfully promote products or services.
7. Harass, threaten or intentionally embarrass or cause distress to another person or entity.
8. Impersonate another person.
9. Upload, post, e-mail, transmit or otherwise make available: (A) any information or material that infringes upon a third party right, especially intellectual property rights; (B) any third-party advertisements, including banner exchange services; (C) any software viruses, Trojan horses, worms or any other malicious application or (D) any information or material which may constitute or encourage conduct that is a criminal offense or civil wrong or otherwise violates any applicable law.
10. Stalk, threaten or harass any other users or infringe upon or attempt to infringe upon their privacy.
11. Promote, solicit, or participate in any multi-level marketing or pyramid schemes.
12. Exploit children under 18 years of age.
13. Engage in disruptive activity.
14. Obtain unauthorized access to any computer system through the Website.
15. Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age).
16. Solicit personal information from children under 13 years of age.
17. Violate any Applicable Law or Regulation.
18. Encourage conduct that would constitute a criminal or civil offense.

ADS, SEARCHES AND LINKS TO OTHER SITES

PIHI may provide links to third-party websites ("sites"). PIHI does not recommend and does not endorse the content on any third-party sites. PIHI is not responsible for the content of linked third-party sites, sites framed within the PIHI Website, third-party sites provided as search results, or third-party advertisements, and does not make any endorsements or representations regarding their content or accuracy. Your use of third-party sites is at your own risk and subject to the terms of service of use for such sites.

You acknowledge and understand that should you choose to provide any Personal Data to such third-party sites, the recipients of such Personal Data, after it is disclosed, may not be subject to the same obligations under federal privacy laws or other Applicable Laws and Regulations, and such third-party sites may use or re-disclose the information in accordance with Applicable Laws and Regulations and their respective privacy policies.

NOTICES

Notices to you hereunder shall be sent to the email address provided by you when you registered to download and install the Software. Notices to PIHI shall be sent to the attention of its CEO at 21704 Devonshire Street #330, Chatsworth, CA 91311. Each party may change such address upon written notice to the other party.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA without regard to its conflicts of laws provision, except for the Arbitration Agreement below, which shall be governed by the Federal Arbitration Act. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in Los Angeles County, California; or any federal court located therein. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

Informal Dispute Resolution

Mindful of the high expenses associated with legal disputes, not only monetary but also in time and energy, both you and PIHI agree to the following dispute resolution procedure in the event if any controversy, claim, action or dispute arising out of or related to any transaction or interaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

- (1) To PIHI at Pharmacist Integrative Healthcare, Inc., 21704 Devonshire Street #330, Chatsworth, CA 91311, Attn: Dispute Resolutions, or
- (2) To you at: your last email address associated with your online profile.

Both you and PIHI agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

ARBITRATION AGREEMENT

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You and PIHI expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending a letter requesting arbitration to PIHI, 21704 Devonshire Street #330, Chatsworth, CA 91311. You agree that the arbitration shall be conducted by the American Arbitration Associations (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Los Angeles County.

In lieu of arbitration, either you or PIHI may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim.

CLASS ACTION WAIVER

WHERE PERMITTED BY APPLICABLE LAW YOU AND PIHI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR PIHI’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. You further acknowledge and agree that no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding. This Class Action Waiver section will survive any termination of this Agreement.

You and PIHI agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and POIHI hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named plaintiff or class member) and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Site ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Arbitration Agreement.

JURISDICTIONAL ISSUES

Unless otherwise specified by PIHI to you in writing, we make no representation that information on the Software or Services are appropriate or available for use outside the United States. Those who choose to access this Website from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with all Applicable Laws and Regulations.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise noted, all Content contained on this Software is the property of PIHI and/or its affiliates or licensors and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Domain names and product names are trademarks or registered trademarks of their respective owners. Content and Services are subject to change or termination without notice and at the discretion of PIHI. All rights not expressly granted herein are reserved to PIHI and its licensors.

COMPLETE AGREEMENT; SEVERABILITY

This Agreement supersedes all proposals, oral or written, all negotiations, conversations, discussions, agreements, and all past course of dealing between you and PIHI relating to the Software or the terms of its license to you and may only be modified in writing signed by you and PIHI. In the event any term of this Agreement is held by a court of competent jurisdiction not to be enforceable, such unenforceability shall not affect the remaining terms of this Agreement in such jurisdiction or render unenforceable or invalidate such terms and provisions of this Agreement in other jurisdictions. Upon such determination that any of the terms or provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they shall be severed from this Agreement and the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties and the parties agree to replace any invalid or unenforceable provisions in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. No waiver of any right or obligation contained herein shall be given except in writing signed by the party against whom the waiver is sought to be enforced.

If you have any questions about this license agreement, please contact info@medcarepharmacist.com

Copyright © 2019 Pharmacist Integrative Healthcare Inc. All rights reserved.