

TERMS OF USE
LAST REVISED ON: MAY 17, 2011

This website (the “**Site**”) is a copyrighted work belonging to [Genoa Healthcare Holdings, LLC] (“**Company**”, “**us**”, “**our**”, and “**we**”). Company provides full-service pharmacies for the mental health community and provides certain services on our Site to facilitate the services we provide at our pharmacies (collectively, with all other services provided through the Site, the “**Services**”). Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

THESE TERMS OF USE (“**AGREEMENT**”) SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE OR SERVICES, YOU ARE ACCEPTING THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE AGREEMENT IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES.

I. ACCOUNTS

1.1 Visitors and Registered Users. You may visit certain portions of the Site without creating an account with us (“**Visitor**”). In order to use certain portions of the Site, you must register for an account with us (“**Account**”) and provide certain information about yourself as prompted by the Site registration form (“**Registered User**”).

1.2 Accounts. The following applies to Registered Users: Depending on the type of Account you have, you may access different Services on the Site. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section 8.

1.3 Your Responsibility. The following applies to Registered Users: **You are responsible for maintaining the confidentiality of your Account login information. You are fully responsible for all activities that occur under your Account. You acknowledge that your Account may allow you to access PHI (defined below). Accordingly, you agree to use best efforts to protect your Account login information, to not login to your Account on public computers, to logout after each use, and to otherwise ensure that no third party logs in using your Account. You acknowledge that any unauthorized use of your Account may result in liability to you. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.**

2. SITE

2.1 License. Subject to the terms of this Agreement, Company grants you a non-transferable, non-exclusive, license to use the Site and Services for your personal, noncommercial use.

2.2 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) you shall not access the Site or Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of this Agreement.

2.3 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof.

2.4 No Support or Maintenance. You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site or Services.

2.5 Ownership. Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and Services are owned by Company or Company's licensors. The provision of the Site and Services does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Company and its suppliers reserve all rights not granted in this Agreement.

2.6 Feedback. If you provide Company any feedback or suggestions regarding the Site or Services ("**Feedback**"), you hereby assign to Company all rights in the Feedback and agree that Company shall have the right to use such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

2.7 HIPAA/PHI. The following applies to Registered Users: You understand that in using the Service, you may have access to the personal health information ("**PHI**") of other individuals (as defined under HIPAA). You represent and warrant that you are a covered entity (as defined under HIPAA) or are accessing the Service on behalf of a covered entity. **You agree that you will only use PHI in accordance with all applicable laws, including the security and privacy requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA").**

3. USER CONTENT.

3.1 User Content. "**User Content**" means any and all information and content that a user submits to, or uses with, the Site or Services. You are solely responsible for your User Content and assume all risks associated with use of your User Content. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). Company is not obligated to backup any User Content and User Content may be deleted at anytime and you are solely responsible for creating backup copies of your User Content if you desire. You hereby grant, and you represent and warrant that you have the right to grant, to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, solely for the purposes of providing you the Site and Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.2 Acceptable Use Policy. The following sets forth Company's "**Acceptable Use Policy**": **You shall not use the Site or Service in a manner that violates of the HIPAA.** In addition, you agree not to use the Site or Services to collect, upload, transmit, display, or distribute any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third party. In addition, you agree not to use the Site or Services to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the

Site or Services, other computer systems or networks connected to or used together with the Site or Services, through password mining or other means; (vi) harass or interfere with another user's use and enjoyment of the Site or Services; or (vii) introduce software or automated agents or scripts to the Site or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site or Services.

3.3 Enforcement. We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion (including removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities) if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person.

4. INDEMNITY. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) any and all activities that occur under your Account (including any unauthorized use of your Account by a third party), (b) your violation of this Agreement; or (c) your violation of applicable laws or regulations, including HIPAA. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. THIRD PARTY MATERIALS

5.1 Third Party Sites & Ads. The Site might contain links to third party websites, services, and advertisements for third parties (collectively, "**Third Party Sites & Ads**"). Such Third Party Sites & Ads are not under the control of Company and Company is not responsible for any Third Party Sites & Ads. Company provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site & Ad, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites & Ads.

5.2 Product Information. The Site might contain information provided by third parties, e.g., pharmaceutical product information provided by the product manufacturer ("**Product Information**"). **All information contained on the Site (including Product Information) is for informational purposes only and not provided as medical advice. You should not use information on the Site for the diagnosis or treatment of a health problem or diseases. Company does not assume any liability for inaccuracies or misstatements about products.** If you are a health care provider, you should carefully read all information in the actual product packaging and labels and contact the manufacturer directly for more information. If you are a pharmacy customer, you should carefully read all information in the actual product packaging and labels and consult your healthcare provider prior to using any products. **IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT, COMPANY DISCLAIMS ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SITE.**

5.3 Release. You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any Third Party Sites & Ads and any Product Information provided by a third party. **IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

6. DISCLAIMERS

THE SITE AND SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE OR SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. LIMITATION ON LIABILITY

IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR (AND OUR SUPPLIERS') LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) THE AMOUNTS YOU PAID TO COMPANY HEREUNDER IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. TERM AND TERMINATION. Subject to this Section, this Agreement will remain in full force and effect while you use the Site or Services. We may (a) suspend your rights to use the Site and/or Services (including your Account) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site or Services in violation of this Agreement. Upon termination of this Agreement, your Account and right to access and use the Site and Services will terminate immediately. You understand that any termination of your Account involves deletion of your User Content associated therewith from our live databases. Company will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your Account or deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 1.3, 2.2 - 2.6, and 3 -9.

9. GENERAL

9.1 Changes to Terms of Use. This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice of the changes on our Site. Any changes to this agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site or Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of

our Site or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

9.2 Dispute Resolution.

(a) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. Any action or proceeding relating to a claim or controversy at law or equity that arises out of or relates to this Agreement or the Site or Services (a “**claim**”) must be brought in a federal or state court located in King County, Washington and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding, unless such claim is submitted to arbitration as set forth below. Notwithstanding anything to the contrary, Company may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or proprietary information.

(b) Contact Company First. If a dispute arises between you and Company, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that you will notify us about any dispute you have with Company regarding our Site or Services by emailing genoa_info@genoahealthcare.com.

(c) Alternative Dispute Resolution. For any claim where the total amount of the award sought is less than \$10,000 USD, the party requesting relief may choose to resolve the dispute through binding non-appearance-based arbitration in accordance with the following: (i) the arbitration will be provided through a nationally-recognized alternative dispute resolution provider mutually agreed upon by the parties; (ii) the arbitration will be conducted in one or more of the following manners at the option of the party initiating arbitration: telephone, online, or written submissions; (iii) the arbitration will not involve any personal appearances by the parties or witnesses unless otherwise agreed by the parties; and (iv) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(d) Improperly Filed Claims. All claims between you and Company must be resolved in accordance with this Section 9.2. All claims filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, Company may recover attorneys’ fees and costs up to \$1,000, provided that Company has notified you in writing of the improperly filed claim, and you fail to promptly withdraw the claim. Similarly, should Company file a claim contrary to this Section, you may recover attorneys’ fees and costs up to \$1,000, provided that you have notified Company in writing of the improperly filed claim, and Company fails to promptly withdraw the claim. The remedies in this subsection will not limit any other remedies that either party may have in law or in equity.

9.3 Entire Agreement. This Agreement constitutes the entire agreement between you and us regarding the use of the Site and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

9.4 Copyright/Trademark Information. Copyright © 2011, Genoa Healthcare Holdings, LLC. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

9.5 Contact Information:

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