

Terms of Service Agreement

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING AND USING MEDFORD CHEMISTS WEBSITE AND MEDFORD CHEMISTS SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF MARCH 1, 2017.

Acceptance of Terms. The following Terms of Service Agreement (the "TOS") shall govern the relationship with our users and others which may interact or interface with Medford Chemists Inc located at 2608 Route 112, Medford, NY 11763, and Medford Chemists subsidiaries and affiliates, in association with the use of the Medford Chemists website (the "Website") and its Services, which are defined below.

Website Services Offered. Any and all visitors to Medford Chemists Website, despite whether they are registered or not, shall be deemed as "users" of the Services contained herein and for the purpose of this TOS. Once an individual register for our Services through the process of creating an account, the user shall then be considered a "member."

The Services provided and made available through Medford Chemists Website and applications, which may include some mobile applications that may be made available, are the sole property of Medford Chemists. Medford Chemists may offer additional Services or update, modify or revise any current content and Services, and this TOS shall apply to any and all additional Services and any updated, modified or revised Services. Medford Chemists hereby reserves the right to cancel and cease offering any of the aforementioned Services. The continued use of the Services provided, after such posting of any updates, changes and or modifications, shall constitute acceptance of such updates, changes and/or modifications.

The Services are provided "AS IS," and as such Medford Chemists shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

Registration. To register and become a "member" of the Website, you must be 18 years of age. In addition, you must be in good standing and not an individual that has been previously barred from receiving Services from Medford Chemists under the laws and statutes of the United States or other application jurisdiction.

In addition, registering party hereby acknowledges, understands and agrees to:

(a) Furnish factual, correct, current and complete information with regard to yourself;

and

(b) Maintain and promptly update registration and profile information in an effort to maintain accuracy and completeness at all times.

Medford Chemists shall have the right to suspend or terminate any user and/or member who shall provide false, untrue, inaccurate or incomplete information, in violation of this TOS, and may refuse current or future use of any or all Medford Chemists Services.

Privacy Policy. Every member's registration data and various other personal information is strictly protected by Medford Chemists Privacy Policy (see the full Privacy Policy). As a member, you consent to the collection and use of the information provided, including the transfer of information for storage, processing or use by Medford Chemists and/or its subsidiaries and affiliates.

Member Account, Username, Password and Security. After completion of the registration data and creation of your username, you will create or receive a random password, which you can later change, and account designation. You will be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It shall be your responsibility to notify Medford Chemists immediately if you notice any authorized access or use of your account or password or any other breach of security. Medford Chemists shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

Conduct. You agree not to make use of Medford Chemists Services for the purpose of:

- (a) Uploading, posting, emailing, transmitting or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous or invasive of another's privacy or which is hateful and/or racially, ethnically or otherwise objectionable;
- (b) Impersonating any individual or entity or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- (c) Uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- (d) Uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- (e) Uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation;
- (f) Uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software,

hardware, or telecommunication equipment;

(g) Disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;

(h) Interfering with or disrupting any Medford Chemists Services, servers and/or networks that may be connected or related to Medford Chemists Website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;

(i) Violating any local, state, federal, national or international law;

(j) "Stalking" or with the intent to otherwise harass another individual; and/or

(k) Collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Medford Chemists reserves the right to pre-screen, refuse and/or delete any content currently available through Medford Chemists Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

Medford Chemists herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

(a) Compliance with any legal process;

(b) Enforcement of the TOS;

(c) Responding to any claim that therein contained content is in violation of the rights of any third party;

(d) Responding to requests for customer service; or

(e) Protecting the rights, property or the personal safety of Medford Chemists, its employees, visitors, users and members, including the general public.

Indemnity. All users and/or members herein agree to hold Medford Chemists, its subsidiaries, affiliates, agents, employees, officers, partners and/or licensors harmless or not liable for any claim or demand, including reasonable attorneys' fees, made by any third party, which may arise from any content a member or user of Medford Chemists Website may submit, post, modify, transmit or otherwise make available through Medford Chemists Services, the use of Medford Chemists Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any rights of another person.

Modifications. Medford Chemists shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, its Service, or any part thereof, with or without prior notice. In addition, Medford Chemists shall not be held liable to you or to any third party for any such alteration, modification, suspension

and/or discontinuance of Medford Chemists Services, or any part thereof.

Termination. As a member of Medford Chemists, you may cancel or terminate your account, associated email address and/or access to Medford Chemists Services by submitting a cancellation or termination request to Medford ChemistsDrugs.com.

As a member, you agree that Medford Chemists may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of Medford Chemists Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- (a) Any breach or violation of Medford Chemists TOS or any other incorporated agreement, regulation and/or guideline;
- (b) By way of requests from law enforcement or any other governmental agencies;
- (c) The discontinuance, alteration and/or material modification to Medford Chemists Services, or any part thereof;
- (d) Unexpected technical or security issues and/or problems;
- (e) Any extended periods of inactivity;
- (f) Any engagement by you in any fraudulent or illegal activities; and/or
- (g) the nonpayment of any associated fees that may be owed by you in connection with your Medford Chemists account.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at Medford Chemists sole discretion.

The termination of your account with Medford Chemists shall include any and/or all of the following:

- (a) The removal of any access to all or part of the Services offered within [www.Medford Chemists.com](http://www.MedfordChemists.com);
- (b) The deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- (c) The barring of any further use of all or part of Medford Chemists Services.

Advertisers. Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through Medford Chemists Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that Medford Chemists shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as

a result of the presence of such advertisers on Medford Chemists Website.

Links. Either Medford Chemists or any third parties may provide links to other websites and/or resources. Medford Chemists is not responsible for the availability of any such external websites or resources, and as such, Medford Chemists does not endorse nor is Medford Chemists responsible or liable for any content, products, advertising or any other materials, on or available from such third-party websites or resources. Medford Chemists shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such website or resource.

Proprietary Rights. Medford Chemists Services and any essential software that may be used in connection with Medford Chemists Services ("Software") contains proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Any Software which may be contained in any advertisements or information presented by and through Medford Chemists Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Medford Chemists or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on Medford Chemists Services (e.g. Software), in whole or part.

Medford Chemists has granted to your personal, non-transferable and non-exclusive rights and/or license to make use of Medford Chemists Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. You shall not alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to Medford Chemists Services. Lastly, you also agree not to access or attempt to access Medford Chemists Services through any means other than through the interface which is provided by Medford Chemists for use in accessing Medford Chemists Services.

Warranty Disclaimers. YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

(a) THE USE OF MEDFORD CHEMISTS SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. MEDFORD CHEMISTS SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" BASIS. MEDFORD CHEMISTS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE,

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) MEDFORD CHEMISTS AND ITS SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) MEDFORD CHEMISTS SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) MEDFORD CHEMISTS SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF MEDFORD CHEMISTS SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH MEDFORD CHEMISTS SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

(c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAIN BY WAY OF MEDFORD CHEMISTS SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

(d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM MEDFORD CHEMISTS OR BY WAY OF OR FROM MEDFORD CHEMISTS SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Limitation of Liability. YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT MEDFORD CHEMISTS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY.

Exclusion and Limitations. THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

Trademark Information. You herein acknowledge, understand and agree that all of the Medford Chemists trademarks, copyright, trade name, service marks, and other Medford Chemists logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Medford Chemists. You herein agree not to display and/or use in any manner the Medford Chemists logo or marks.

Copyright or Intellectual Property Infringement Claims Notice and Procedures. Medford Chemists will always respect the intellectual property of others, and we ask that all of Medford Chemists users to the same. With regards to appropriate circumstances and at its sole discretion, Medford Chemists may disable and/or terminate the accounts of any user who repeatedly violates Medford Chemists TOS and/or infringes the rights of others.

General Information

Entire Agreement. This TOS constitutes the entire agreement between you and Medford Chemists and shall govern the use of Medford Chemists Services, superseding any prior version of this TOS between you and us with respect to Medford Chemists Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Medford Chemists Services, affiliate Services, third-party content or third-party software.

Choice of Law and Forum. With regard to the TOS, the relationship between the parties shall be governed by the laws of the State of New York without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Medford Chemists, shall be filed within the courts having jurisdiction within the County of Onondaga, New York or the U.S. District Court located in said state. You and Medford Chemists agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms. At any time, should Medford Chemists fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship, Non-Transferability. You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of

Medford Chemists Services or the TOS must be filed within 3 years after said claim or cause of action arose or shall be forever barred.