

Terms of Use

Terms and Conditions

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IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

The following terms and conditions (“Terms and Conditions”) govern your use of Omnicare Medical Group Website (the “Website”). By accessing, viewing, or using the Website and/or materials on the Website, you indicate that you understand and agree these Terms and Conditions to be the legal equivalent of a signed, written contract between you and Omnicare Medical Group, and that you accept such Terms and Conditions and agree to be legally bound by them. If you do not agree to these Terms and Conditions, you may not use the Website and/or materials on the Website. This Website is owned and operated by Omnicare Medical Group. “You” are the person or entity using or accessing the Website. Omnicare Medical Group may modify these Terms and Conditions at any time, and such modifications shall be effective immediately upon posting the modified Terms and Conditions on this Website. You agree to review these Terms and Conditions periodically to be aware of such modifications, and your accessing or using the service constitutes your acceptance of these Terms and Conditions as appearing at the time of your access or use. From time to time Omnicare Medical Group may offer Website users the opportunity to participate in additional features or services through the Website. You may be required to enter into additional agreements or authorizations before you can access such features or services.

1. Proprietary Rights.

The Website and all material contained on the Website (including images, text, documents and look and feel attributes) is protected by law, including but not limited to, United States and international copyright law, trademark, and other intellectual property laws, and is owned, controlled, or licensed by Omnicare Medical Group. Omnicare Medical Group reserves all rights. ANY UNAUTHORIZED COPYING, REPRODUCTION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING OR DUPLICATING THE MATERIAL, IN WHOLE OR IN PART, IS PROHIBITED. In addition, removing or altering any copyright or proprietary rights notice on any material on the Website is prohibited. Omnicare Medical Group also owns a copyright for this Website as a collective work and/or compilation, and in the selection, coordination, arrangement, organization and enhancement of Website content. Provided that you agree to and accept without modification these Terms and Conditions, Omnicare Medical Group grants you a personal, non-exclusive,

non-assignable, terminable, limited, and non-transferable license to visit, view, and retain a copy of pages of the Website for your own personal, non-commercial use only. You may not modify, copy (except as set forth in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, create derivative works from, license or sublicense, assign, or otherwise transfer this license or any of the information, material, software, products or services from this Website. Unless specifically authorized in writing by Omnicare Medical Group, any commercial use of the Website or materials therein is prohibited. Modification of any Omnicare Medical Group materials for any commercial use is a violation of these Terms and Conditions and Omnicare Medical Group's copyright, service mark, and other proprietary rights. Use or misuse of these materials or any trademarks, service mark, logos or other proprietary rights is expressly prohibited and may violate federal and state law. The law provides for civil and criminal penalties for copyright and other intellectual property law infringements.

2. No Solicitation or Offer.

This Website is designed to provide general information about Omnicare Medical Group and products and services. Information on the Website is not intended to constitute an offer to sell or a solicitation of any particular product or service. Without limiting the generality of the foregoing disclaimer, no offer or solicitation is made where prohibited by law or in states where such offer or solicitation cannot be made and this Website shall not constitute an offer to sell. If you are interested in any products and services, please contact us for a complete description and availability.

3. No Medical Services or Advice.

Nothing contained, expressed or implied on the Website is intended as nor shall be construed as medical advice. No doctor-patient relationship is established between Omnicare Medical Group and you by reason of your use of this Website or under any circumstances whatsoever. Individual inquiries about medical issues, or sensitive or confidential matters should be addressed to appropriate health care professionals. **IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD NOT RELY ON THIS WEBSITE FOR ASSISTANCE, BUT SHOULD INSTEAD PROMPTLY SEEK APPROPRIATE EMERGENCY MEDICAL ASSISTANCE.**

4. No Legal Advice.

Nothing contained, expressed, or implied on this Website is intended as, nor shall be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between Omnicare Medical Group and you by reason of your use of this Website or under any circumstances whatever. The information on this Website is provided for general informational purposes only. If you have questions about any law, statute, regulation, or requirement expressly or implicitly referenced on this Website, you should contact your own legal counsel.

5. Non-Secure Transmissions

Please be advised that any communication or material transmitted to Omnicare Medical Group via www.Altamed.org or Internet electronic mail is sent via non-secure transmissions, including personal information such as your address or social security number. When you transmit information via the Internet, your information will be transmitted over a medium that is beyond our control, and therefore the security of the transmission may be compromised before it reaches us. Accordingly, Omnicare Medical Group makes no guarantee, warranty or representation as to confidentiality or security. To help provide private and personalized attention, you may contact Omnicare Medical Group by writing to us at Omnicare Medical Group, 2040 Camfield Ave, Los Angeles, California 90040, Attn: Communications.

6. Privacy Policy.

Omnicare Medical Group has a Privacy Policy disclosing what information we collect about visitors to the Website, how we use such information, the steps we take to secure such information, how you can view and correct such information, and how you can decline to have information about you collected or used.

7. Disclaimer of Warranty.

Use of this Website is entirely at your own risk. Neither Omnicare Medical Group nor its affiliates are responsible for the consequences of reliance on any information contained in or submitted to the Website, nor do we guarantee that this Website will be error-free and continuously available. The risk of injury from the forgoing rests entirely with you. The Website and the materials on the Website are provided "as is" without guarantee, warranty or representation of any kind, either expressed or implied. TO THE MAXIMUM EXTENT ALLOWED BY LAW, OMNICARE MEDICAL GROUP, ITS AFFILIATES, AGENTS AND SUPPLIERS, SPECIFICALLY DISCLAIM ALL GUARANTEES, WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITATION, OMNICARE MEDICAL GROUP, ITS AFFILIATES, AGENTS AND SUPPLIERS MAKE NO GUARANTEES, WARRANTIES OR REPRESENTATIONS THAT THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE, OR ANY SERVERS ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN ADDITION, OMNICARE MEDICAL GROUP, ITS AFFILIATES, AGENTS AND SUPPLIERS MAKE NO GUARANTEES, WARRANTIES OR REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE CONTENT OR MATERIALS ON THE WEBSITE OR ON ANY OTHER SITE. YOU UNDERSTAND AND AGREE THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Damage Disclaimers; Limitation of Liability.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL OMNICARE MEDICAL GROUP, ITS AFFILIATES, AGENTS OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES OR LOST PROFITS, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF YOUR ACCESS TO, OR USE OF, OR INABILITY TO USE THIS WEBSITE OR THE CONTENT OR MATERIALS THEREIN INCLUDING ANY OTHER SITE, INCLUDING THIRD PARTY SITES, WHETHER IN A CONTRACT ACTION OR BASED ON NEGLIGENCE, OR OTHER TORT ACTION, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, OR ANY OTHER CLAIM WHATSOEVER, EVEN IF OMNICARE MEDICAL GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 NO EVENT WILL OMNICARE MEDICAL GROUP'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, IN ACCESSING THIS WEBSITE. IF YOU ARE DISSATISFIED WITH THE WEBSITE, THE INFORMATION ON OR THROUGH THE WEBSITE, OR WITH ANY OF OMNICARE MEDICAL GROUP'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE.

9. Third Party Sites.

This Website may, for the convenience of users in locating information and services that may be of interest, reference or link to other third-party sites throughout the Web ("Third-Party Sites"). Users of the Website acknowledge that these third-party sites are maintained by persons or organizations over which Omnicare Medical Group exercises no control, and Omnicare Medical Group expressly disclaims any responsibility for the content, the accuracy of the information and/or quality of products or services provided by or advertised on these third-party sites. Omnicare Medical Group does not control, endorse, promote, or have any affiliation with any other Website unless expressly stated in the Website. Your use of Third-Party Sites is solely at your own risk. By using this Website, you understand and agree that you may not make any claim against Omnicare Medical Group for any damages or losses, whatsoever arising from your the Third-Party Sites.

10. Forums and Public Communication.

For your convenience, Omnicare Medical Group may offer discussion forums and other opportunities ("Forums") where you and other users can submit content or information for viewing ("Forum Contributions") to facilitate communications with others. You agree that all Forum Contributions are the sole responsibility of the

individual or entity from whom such Forum Contributions originated. This means that you (and not Omnicare Medical Group) are entirely responsible for all Forum Contributions that you submit via the Forum or elsewhere on the Website.

Omnicare Medical Group does not control or guarantee the accuracy, completeness, usefulness, integrity, or quality of Forum Contributions. Under no circumstances will Omnicare Medical Group be liable in any way for any Forum Contributions, including any errors or omissions in any Forum Contributions or any loss or damage of any kind incurred as a result of the use of any Forum Contributions.

11. Forum Contributions Posted to Forums.

You acknowledge that Omnicare Medical Group may or may not pre-screen Forum Contributions, but that Omnicare Medical Group will have the right in its sole discretion, for any reason whatsoever (or for no reason) to pre-screen, refuse, move, or remove any Forum Contributions that are available via the Website. Without limiting the foregoing, Omnicare Medical Group may remove any Forum Contributions that violate these Terms and Conditions or are otherwise objectionable in Omnicare Medical Group's sole discretion.

12. Corrections and Changes.

While we endeavor to keep the materials on the Website up to date, Omnicare Medical Group cannot assume responsibility for any errors or omissions in these materials. Omnicare Medical Group further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. Omnicare Medical Group may make changes to these materials, or any products or services described herein, at any time without notice, and makes no commitment to update the information contained herein.

13. Registration and Account Security.

You represent and warrant that any registration information you provide to Omnicare Medical Group is and will remain true and accurate. You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You are responsible for changing your password if you feel that your account has been compromised. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Website. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. Please note that anyone able to provide your personally identifiable information will be able access your account so you should take reasonable steps to protect this information. We have the right to provide user billing, account, content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, members or the public).

14. Inappropriate Conduct and Material.

You are prohibited from posting or sending any unlawful, threatening, harassing,

defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and his or her agents to civil and criminal penalties. You further understand and agree that sending unsolicited advertisements or other unsolicited material through the Website, including any Forums, or through Voice computer systems is expressly prohibited by these Terms and Conditions. Any such unauthorized use of our computer systems is a violation of these Terms and Conditions and applicable “anti-spam” and similar laws. You also agree that you will not (i) upload or transmit any communications or content, including any Forum Contributions, of any type that may infringe or violate any rights of any party; (ii) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of Omnicare Medical Group’ or another’s computer or property of Omnicare Medical Group or another; (iii) use the Website for any purpose in violation of local, state, national or international laws; or (iv) attempt to disable, “hack” or otherwise interfere with the proper functioning of the Website or our computer systems. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this Website. You also agree that monetary damages may not provide a sufficient remedy to Omnicare Medical Group for violations of these Terms and Conditions and you consent to injunctive or other equitable relief for such violations. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

15. Access and Interference.

You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or (iii) bypass any measures we may use to prevent or restrict access to the Website.

16. Indemnification.

You agree to defend, indemnify, and hold Omnicare Medical Group, its affiliates, agents and suppliers, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys harmless from and against any and all claims, proceedings, damages, actions, injuries, liabilities, settlements, losses, costs, and expenses (including attorney’s fees and litigation

expenses) relating to or arising from (i) your use of or access of the Website, (ii) any breach by you of these Terms and Conditions, or (iii) your violation of any third-party right including any copyright, trademark, trade dress, trade secret, or privacy right of content available on the Website. This indemnification obligation will survive these Terms and Conditions and your use of the Website.

17. Web Links to This Website.

You may establish a hypertext link to this Website from your Website, so long as the page containing the link properly attributes the linked Website to Omnicare Medical Group and does not state or imply any sponsorship of your Website by Omnicare Medical Group. We may revoke this permission at any time. Without prior written consent of Omnicare Medical Group, you may not create a link to this Website that incorporates or relies upon, in whole or in part, any content from any page on this Website, or that incorporates any copyrighted or otherwise intellectual property of Omnicare Medical Group.

18. Applicability.

Except as described otherwise, all materials on the Omnicare Medical Group Website are made available only to provide information about Omnicare Medical Group and products and services. Omnicare Medical Group controls and operates this Website from its headquarters in Los Angeles, California, United States of America, and makes no representation that these materials are appropriate or available for use in all other locations. If you use this Website from other locations you are responsible for compliance with applicable local laws. Any use in contravention of this provision or any provision of these Terms and Conditions is entirely at your sole risk.

19. Governing Law; Exclusive Venue.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without reference to its choice of law rules. By accessing, viewing, or using the Website or materials contained therein, you consent to the exclusive jurisdiction of the federal and state courts presiding in Los Angeles, California, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available, including any claim or defense that such forum is not convenient or proper. Any claim or dispute between you and Omnicare Medical Group that arises in whole or in part from the Website will be decided exclusively by the foregoing courts. These provisions herein also apply to anyone claiming on your behalf.

20. Communications With Our Website.

If you have any questions about these Terms and Conditions, the practices of this Website, or your dealings with this Website, please contact:

Omnicare Medical Group

Attn: Communications

2040 Camfield Ave.

Los Angeles, CA 90040

communications@omnicaremedgroup.com

21. Feedback.

Omnicare Medical Group welcomes your feedback and suggestions about how to improve our products and services and this Website. By transmitting any suggestions, information, ideas, material, or other content, including any Forum Contributions (collectively, "Feedback") to Omnicare Medical Group, you automatically grant Omnicare Medical Group, its affiliates, and successors and assigns a royalty-free, fully paid up, perpetual, irrevocable, non-terminable, non-exclusive right and license, under all intellectual property rights, to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display such Feedback (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Content. Further, Omnicare Medical Group is free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to this Website for any purpose whatever, including but not limited to creating and marketing products and/or services using such information.

22. Changes to Terms and Conditions.

Omnicare Medical Group may amend or update these Terms and Conditions from time to time. Such changes or updates will be publicly posted in this area of the Website. If you do not agree and accept without modification the notices, terms and conditions set forth herein, do not use this Website.

23. Discontinuance or Termination.

This Website is being provided by Omnicare Medical Group as a courtesy to you, and Omnicare Medical Group reserves the right to modify, discontinue, temporarily or permanently, this Website, or any part thereof, at any time, with or without notice. In addition, your access to the Website may be discontinued at any time if you violate these Terms and Conditions or if we determine, for any other reason (or for no reason), that it is no longer appropriate for you to have access to the Website. In the event of termination, you are no longer authorized to access the Website and all limitations on Omnicare Medical Group's liability and disclaimers regarding your use of the Website, Third Party Sites, and any Forum Contributions will survive.

24. General.

These Terms and Conditions, together with the Privacy Policy, constitute the entire agreement between you and Omnicare Medical Group with respect to your use of the Website. If any part of these Terms and Conditions is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original, and the remaining parts will remain in full force and effect. You acknowledge that, in providing you access to and use of the Website, Omnicare Medical Group has relied on your agreement to be legally bound by these Terms and Conditions.

Omnicare Medical Group reserves the right to terminate your access to the Website in the event that you violate these Terms and Conditions. Omnicare Medical Group' failure to insist on or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right.