# Terms and Conditions of Use

### IMPORTANT NOTE REGARDING WEBSITE CONTENT

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All information, content, and material of the Site is for informational purposes only and is not intended to serve as a substitute for the consultation, diagnosis, and/or medical treatment of a qualified physician or healthcare provider. *If you have a medical emergency, call your doctor or 911 immediately.* Your reliance on any information provided in or through the Site is at your own risk. Option Care Health assumes no responsibility for consequences resulting from the use of the Site.

### **Privacy**

Your use of the Site is subject to Option Care Health's <u>website privacy policy</u> ("Website Privacy Policy"). Please review our Website Privacy Policy, which also governs the Site and informs users of our data collection practices.

#### **Electronic Communications**

Visiting the Site or providing your email information (including sending e-mails) to Option Care Health constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

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# No Unlawful or Prohibited Use/Intellectual Property

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#### **Indemnification**

By accessing this Site, you agree to indemnify, defend and hold harmless Option Care Health, the Website-Related Parties and their respective affiliates, subsidiaries, officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Option Care Health reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Option Care Health in asserting any available defenses.

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#### **Termination/Access Restriction**

You agree that Option Care Health can, in its sole discretion, suspend or terminate your right to access the Site and the related services or any portion thereof at any time, for any reason without prior notice, obligation or liability to you. This agreement is governed by the laws of the State of Illinois and you hereby consent to the exclusive jurisdiction and venue of courts in Illinois in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Option Care Health as a result of this agreement or use of the Site. Option Care Health's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Option Care Health's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Option Care Health with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Option Care Health with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Option Care Health with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

# **Changes to Terms**

Option Care Health reserves the right, in its sole discretion and without notice, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Option Care Health encourages you to periodically review the Terms to stay informed of our updates. Your continued access or use of the Site shall constitute your agreement to any changes to these Terms as well as the most recent version of our Website Privacy Policy. Option Care Health may modify, suspend, discontinue, or restrict the use of any features or portions of the Site, including the availability of any portion of the content of the Site, at any time, without prior notice or liability.

### **Contact Us**

Option Care Health welcomes your questions or comments regarding the Terms:

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