

TERMS AND CONDITIONS OF USE

Arvada Pharmacy offers a variety of digital and in-store references but before accessing our website and utilizing the references, please take a few minutes to read these important Website Terms and Conditions of Use and how they might affect you, the user. If you have questions or concerns about your privacy, please refer to our Privacy Policy.

I. Introduction

The following Terms and Conditions govern your use of the online services provided by Arvada Pharmacy and Medical Supply, including websites, mobile applications, refill-reminders, applicable in-pharmacy WiFi, Arvada Pharmacy and Medical Supply Content (as defined in Section 2), and other services ("Services"). The Services are intended for use by users that reside in the U.S. and are 18 or older (or 13 or older, with the consent and involvement of a parent or legal guardian). If you are not the intended audience or you object to these Terms, you may not use our Services.

By accessing or using the website at www.arvadapharm.com or social media profiles ("Facebook", "Instagram", "Twitter"), you agree to the following Terms of Use without limitation or qualification.

These Terms act as a binding agreement between you and Arvada Pharmacy and Medical Supply, and by accessing any Services in any way, you agree to be bound by all of them, including, but not limited to, **resolving disputes via binding arbitration**, conducting this transaction electronically, disclaiming warranties, damage and remedy exclusions and limitations, and **a choice of Colorado law**. Arvada Pharmacy and Medical Supply may, at any time and in its sole discretion, amend, modify, revise, update, or otherwise change these Terms of Use, in whole or in part but the most current and accurate version is posted on ArvadaPharm.com. Arvada Pharmacy and Medical Supply may modify, suspend, discontinue, or restrict the use of any portion of the website or social media content, including the availability of any portion of the content of the website, at any time, without notice or liability. Arvada Pharmacy and Medical Supply will notify you of any material updates to the Terms. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. Your continued access or use of the website shall constitute your agreement to any changes to these Terms of Use. You agree that you do not have any rights in the Additional Digital Services and that we will have no liability to you if the Services are discontinued or your ability to access the Services (including any content you may have posted) is terminated, excluding private patient portals and prescription refills.

These Terms of Use, together with the privacy policy, constitute the entire agreement and understanding of the parties relating to the Website.

II. Information We Display

While Arvada Pharmacy and Medical Supply strives to provide an exceptional customer experience, we cannot guarantee that all Arvada Pharmacy and Medical Supply information displayed is correct, complete, or current, including, but not limited to, information relating to product or service pricing, images, information, and availability. We strive to update and inform of changes as they occur for the most accurate information possible when possible.

Arvada Pharmacy and Medical Supply may display or link to or from third-party sites and material. Arvada Pharmacy and Medical Supply does not monitor, verify, or otherwise endorse User Content or third party sites or material, and hereby disclaims all liability with respect thereto. Your use of any third-party site is subject to the terms of use and privacy policies made applicable thereto by such a third party. Any health-related information is provided to enhance your patient or patient caregiver experience, but is not intended to constitute medical advice or diagnose, treat, cure, or prevent any medical condition or disease. All information on the website is provided as a reference and a convenience for you but in no way is the information relayed on the website as professional medical, pharmaceutical, or insurance advice, diagnosis, treatment, service, or recommendations. All references should first be consulted with a responsible professional before taken into action.

Nothing available on or through the Website is intended to be, and must not be taken to be, the practice of medical care or determination. If you have questions about your health or treatment, please contact your pharmacist or other licensed medical professional. You are advised to seek the advice of and consult with qualified professionals and/or representatives regarding all medical, pharmaceutical, and insurance, and benefits coverage matters. Arvada Pharmacy and Medical Supply makes NO representation, warranty, or guarantee as to any determination of benefits, coverage, costs or charges, authorizations, etc.

II.A Permitted Use

Arvada Pharmacy and Medical Supply owns or licenses all content contained within the Services, including without limitation, text, images, icons, data, software, trademarks, trade dress, and associated media, print media, online or electronic documentation, and you may access and use it solely for your own personal, non-commercial shopping and information purposes and not for commercial reproduction, distribution, publication, or any other activity in contravention of these Terms of Use, applicable law, or Arvada Pharmacy and Medical Supply's or any third party's rights. You may not copy, modify, adapt, disassemble, reverse engineer, decompile, distribute, sell, lease, perform, display, transmit, create derivative works, translate, circumvent any anti-piracy technology, or otherwise alter or attempt to discover the source code, object code, or other portion of the Website.

You shall not challenge the intellectual property rights associated with the foregoing or do anything that might impair or damage those rights. You are not granted any right or license, either express or implied, in any copyright, trademark, service mark, trade dress, logo, tag line, patent, trade secret, right of publicity, or other intellectual or proprietary right of Arvada Pharmacy and Medical Supply or any of the goodwill associated with any of the foregoing. You shall not reproduce, edit, modify, adapt, or distribute the foregoing for any purpose whatsoever in violation of existing intellectual property rights. You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in, or as part of the Website.

Please send any notices, questions, comments, or concerns regarding this Website to:

Marketing Department
Arvada Pharmacy and Medical Supply
10382 Ralston Rd
Arvada, Colorado 80004
(720)707-2444

By accessing and/or using the Website, you agree not to: (i) use the Website other than as allowed by applicable law; (ii) upload to or transmit through the Website any libelous, threatening, defamatory, obscene, indecent, pornographic, infringing, harassing, or other objectionable material, nor any material which would otherwise give rise to any civil or criminal liability under U.S. or international law, nor any material which includes bugs, viruses, worms, trap doors, Trojan horses, or other harmful code or properties; and (iii) use the Website in any way that shall impair the functioning or operation of the Website or related equipment, as determined by Arvada Pharmacy and Medical Supply in its sole discretion.

Arvada Pharmacy and Medical Supply Content may be protected by domestic and international copyright, patent, trademark, treaties, and other rights, and all rights, titles, interests, and other intellectual property are reserved by the respective owners.

Copying, publishing, broadcasting, modifying, distributing or transmitting any Arvada Pharmacy and Medical Supply Content in any way without our prior written consent is strictly prohibited. Any unauthorized access to or use of the Website or any portion thereof may violate such laws.

No confidential relationship or obligations shall be established between You and Arvada Pharmacy and Medical Supply through any submission to or through the Website by You. Any such submission shall be considered non-confidential and shall be the sole and exclusive property of Arvada Pharmacy and Medical Supply. Arvada Pharmacy and Medical Supply shall have no obligations to You in connection with such submission.

II.B Ownership

Links To Other Internet Sites; Links to this Website

Arvada Pharmacy and Medical Supply owns or licenses all content contained within the Services, including without limitation, text, images, icons, data, software, trademarks, trade dress, and associated media, print media, online or electronic documentation, and you may access and use it solely for your own personal, non-commercial shopping and information purposes and not for commercial reproduction, distribution, publication, or any other activity in contravention of these Terms of Use, applicable law, or Arvada Pharmacy and Medical Supply's or any third party's rights. You may not copy, modify, adapt, disassemble, reverse engineer, decompile, distribute, sell, lease, perform, display, transmit, create derivative works, translate, circumvent any anti-piracy technology, or otherwise alter or attempt to discover the source code, object code, or other portion of the Website.

You shall not challenge the intellectual property rights associated with the foregoing or do anything that might impair or damage those rights. You are not granted any right or license, either express or implied, in any copyright, trademark, service mark, trade dress, logo, tag line, patent, trade secret, right of publicity, or other intellectual or proprietary right of Arvada Pharmacy and Medical Supply or any of the goodwill associated with any of the foregoing. You shall not reproduce, edit, modify, adapt, or distribute the foregoing for any purpose whatsoever in violation of existing intellectual property rights. You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in, or as part of the Website.

Please send any notices, questions, comments, or concerns regarding this Website to:

Marketing Department
Arvada Pharmacy and Medical Supply
10382 Ralston Rd
Arvada, Colorado 80004
(720)707-2444

By accessing and/or using the Website, you agree not to: (i) use the Website other than as allowed by applicable law; (ii) upload to or transmit through the Website any libelous, threatening, defamatory, obscene, indecent, pornographic, infringing, harassing, or other objectionable material, nor any material which would otherwise give rise to any civil or criminal liability under U.S. or international law, nor any material which includes bugs, viruses, worms, trap doors, Trojan horses, or other harmful code or properties; and (iii) use the Website in any way that shall impair the functioning or operation of the Website or related equipment, as determined by Arvada Pharmacy and Medical Supply in its sole discretion.

Arvada Pharmacy and Medical Supply Content may be protected by domestic and international copyright, patent, trademark, treaties, and other rights, and all rights, titles, interests, and other intellectual property are reserved by the respective owners.

Copying, publishing, broadcasting, modifying, distributing, or transmitting any Arvada Pharmacy and Medical Supply Content in any way without our prior written consent is strictly prohibited. Any unauthorized access to or use of the Website or any portion thereof may violate such laws.

No confidential relationship or obligations shall be established between You and Arvada Pharmacy and Medical Supply through any submission to or through the Website by You. Any such submission shall be considered non-confidential and shall be the sole and exclusive property of Arvada Pharmacy and Medical Supply. Arvada Pharmacy and Medical Supply shall have no obligations to You in connection with such submission.

III. Your Actions

To ensure a positive experience for all users and to stay as a law abiding user, you agree that you will not: (i) use or exploit the Services for any purpose that is illegal, tortious, libelous, defamatory, false, misleading, harassing, abusive, obscene, vulgar, pornographic, intrusive on another's privacy, harmful to the interests of us or our users, or inappropriate with respect to race, gender, sexuality, ethnicity, or another intrinsic characteristic; (ii) upload, post, reproduce, distribute, transmit, transfer, or otherwise use or exploit in any way information, software, or other material protected by any intellectual property, publicity, or privacy right (including our trademarks and trade dress) without first obtaining the permission of the owner of such rights; (iii) collect or store personal data about other users; (iv) reproduce, distribute, duplicate, copy, sell, resell, decompile, modify, reverse engineer, disassemble, assign, create derivative works of, impersonate, or otherwise exploit any part of the Services (including any software we make available) for any purpose unless expressly approved by us in writing; (v) upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (vi) undertake or facilitate any effort to interrupt, modify, limit, interfere with, commercially exploit, or negatively impact the functionality of any Services, nor will you use or exploit the Services in any way other than as expressly permitted by these Terms; (vii) remove, alter, obscure, or otherwise render unintelligible any proprietary notices; and (viii) deploy or utilize any automated method of collecting content from our site, such as robots, crawlers, and scraping mechanisms (Sections (i) through (viii) collectively, "Prohibited Use"). To protect the interests of Arvada Pharmacy and Medical Supply and our users, Arvada Pharmacy and Medical Supply may monitor, modify, terminate, and disclose to third parties (including law enforcement) your use of the Services (including User Content) at any time.

You may be able to create or submit designs, photos, product and service reviews, written posts, and other content ("User Content") including public social media interactions. You agree that: (i) you will not display or furnish any User Content that contains personal information about or the likeness of any individual including yourself (See HIPAA and the Privacy Policies for more information), violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; (ii) you will not impersonate any person or organization (including us), or misrepresent an affiliation with another person or organization; and (iii) you will not post or upload any User Content that constitutes a Prohibited Use. Notwithstanding the foregoing, these Terms in no way limit your rights under the Consumer Review Fairness Act of 2016 ("CRFA"), 130 STAT. 1356, Public Law No: 114-258 (12/14/2016).

By displaying, publishing, or otherwise posting any User Content on or through the Services, or by affirmatively agreeing to our online request to use your User Content (electronically or otherwise), you hereby grant Arvada Pharmacy and Medical Supply a perpetual, non-exclusive, sub-licensable (through multiple tiers), worldwide, fully-paid, royalty-free license to use such User Content (including without limitation, to modify, publicly perform, publicly display, reproduce, create derivative works of, and distribute such User Content for any purpose, whether it contains a personal likeness or otherwise) in any and all media now known or hereinafter developed, without the requirement to make payment to any party or seek any third party permission or make any authorship attribution. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein, though, for purposes of this Section, you waive all "moral rights" in the same. You represent and warrant that (i) you own the User Content submitted, displayed, published, provided, or posted by you on the Services, or otherwise have the right to grant the license set forth herein, and (ii) your displaying, publishing, providing, or posting of any User Content you submit, and Arvada Pharmacy and Medical Supply's use thereof in accordance with these Terms, does not and will not violate applicable law or any privacy, publicity, copyright, trademark, patent, contract or any other rights of any person or entity.

Notwithstanding the foregoing, you further understand and agree that you have no ownership rights to any account you may have with Arvada Pharmacy and Medical Supply, or other access to the Services or features therein. Arvada Pharmacy and Medical Supply may cancel and terminate any account or User Content at any time without notice. Arvada Pharmacy and Medical Supply assumes no liability for any information removed from our Services, and we reserve the right to permanently restrict access to the Services or a user account.

If the Services require you to create an account or provide personal information, you agree to submit accurate, complete information, and to update it as appropriate. You are solely responsible for the activities and security of your account, and you must notify Arvada Pharmacy and Medical Supply if you suspect any unauthorized use.

Arvada Pharmacy and Medical Supply is not liable for any loss you incur as a result of someone else using your password or account, either with or without your knowledge, and Arvada Pharmacy and Medical Supply is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

IV. Service-Specific Terms

The Services provided by Arvada Pharmacy and Medical Supply may be subject to additional policies, releases, authorizations, or other terms.

If you make any purchases, you represent that you and Arvada Pharmacy and Medical Supply (including our service providers) are authorized to use the information you provide (including payment method information) to carry out the transaction (See Privacy Policies). Through your transaction, you represent and warrant that you have the legal right to use any credit card(s) utilized in connection with any transaction. Arvada Pharmacy and Medical Supply's acknowledgment of an order means that your order request has been received, but not that your order has been accepted or shipped or that the price or availability of an item has been confirmed. We reserve the right to change the price of an item up until the time of shipment. All and any changes or cancellations will be relayed in a timely manner to you, the consumer. Notwithstanding anything to the contrary, we reserve the right to cancel or limit any orders for any reason. Prices, promotions, offers, and product availability are all subject to change without notice.

If you choose to access in-pharmacy wifi services Arvada Pharmacy and Medical Supply may provide, you agree that you are responsible for all activities occurring on your device. You acknowledge that you will use the wifi for legal and law-abiding activities otherwise you will be in breach of the user agreement with Arvada Pharmacy and Medical Supply reserving the right to refuse further service.

V. Privacy Disclaimer

While opting in for Services provided through Arvada Pharmacy and Medical Supply, Arvada Pharmacy and Medical Supply may automatically collect information about you and your use of the Services, including without limitation, your real-time location, MAC address, and IP address. Additional information, including personal information such as age, birthday, physician, etc. maybe be required for continued service but all of Arvada Pharmacy and Medical Supply's collection and use of such information is governed by our Privacy Policy and our Arvada Pharmacy and Medical Supply's Notice of Privacy Policies. For additional information regarding the method of collection, information collected, and your rights regarding this information, please refer to our Privacy Policies.

VI. Disclaimers, Limitation of Liability, and Indemnification

Arvada Pharmacy and Medical Supply provide the Services (including, without limitation, all Arvada Pharmacy and Medical Supply Content, User Content, and other content whatsoever) as a service to you. These services are provided on an "as is" and "as available" basis without warranty of any kind, whether express, implied or statutory, and to the extent permissible by applicable law, we expressly disclaim any and all such warranties.

Arvada pharmacy and medical supply does not warrant that the website will be uninterrupted or error-free, that any defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. No representation or warranty can be given that the data is current. This disclaimer includes, but is not limited to, any and all representations or warranties of merchantability, fitness for a particular purpose, performance, reliability, security, availability, accuracy, quality, appropriateness, completeness, non-infringement, or that the services are error or defect-free. Before using any product, you should confirm any information of importance to you on the product packaging. We are not responsible for, and hereby disclaim any liability with respect to, all user content, any user, and any third party. You assume responsibility for the accuracy, appropriateness and legality of any information you supply us. You agree that you use these services at your sole risk.

Arvada pharmacy and medical supply neither warrants nor represent that your use of the website is legal under all applicable laws and regulations or will not infringe rights of third parties not owned by or affiliated with arvada pharmacy and medical supply. Use of the website is entirely at your own risk. Your reliance on any information provided in or through the web portal and/or services is at your own risk. Arvada pharmacy and medical supply assumes no responsibility for consequences resulting from the use of the website. No advice or information obtained by you, whether written or oral, from arvada pharmacy and medical supply shall create any warranty whether express or implied.

These services are made available to users in the u.s., and we make no warranty or representation that any of the services are appropriate for use in other locations. No part of the services should be construed as an offer or solicitation by or to anyone to whom such an offer or solicitation cannot legally be made.

As partial consideration for your access to our services (including arvada pharmacy and medical supply content), you agree that we are not liable to you in any manner whatsoever for decisions you may make or your actions or nonactions in reliance thereupon. You also agree that our aggregate liability arising from or related to your use of and access to the services, regardless of the form of action or claim (for example, contract, warranty, tort, negligence, strict liability, professional malpractice, fraud, infringement or other bases for claims) is limited to the purchase

price of any items you purchased from us in the applicable transaction, if any. We shall not in any case be liable for any direct, indirect, special, incidental, consequential, or punitive damages (damages), nor shall we be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance, whether or not caused by events beyond our reasonable control, including but not limited to acts of god, communications line failure, theft, destruction, or unauthorized access to our sites, records, programs, services, or content, even if we have been advised of the possibility of such damages. If you are dissatisfied with these terms or our services (including arvada pharmacy and medical supply content), your sole and exclusive remedy is to discontinue using the services.

You expressly understand and agree that arvada pharmacy and medical supply and its parent, subsidiaries, affiliates, officers, employees, agents, partners, licensors, and/or trustees shall not be liable to you for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if arvada pharmacy and medical supply has been advised of the possibility of such damages). This limitation of liability applies without limitation to losses or damages resulting from: (i) the use or the inability to use the website; (ii) the cost of procurement of substitute goods and services; (iii) unauthorized access to or alteration of the website; (iv) release or disclosure of data; or (v) any other matter relating to the website. This limitation of liability applies without limitation to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of the website, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

If at any time you are dissatisfied with the website, do not agree with any portion of these terms of use, or have any other claim against arvada pharmacy and medical supply relating to either these terms of use or the website, then your sole, exclusive remedy is to discontinue using the website.

VI.A Forward Looking Statements

The Website contains forward-looking statements about Arvada Pharmacy and Medical Supply's financial and operating performance, business plans and prospects including product and service expansions, business and growth strategies, and the projected growth of the industries in which Arvada Pharmacy and Medical Supply operates. Actual results could differ materially from the expectations and projections set forth in those statements. Forward-looking statements include statements that are not historical facts and can be identified by forward-looking words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "plan," "may," "should," "will," "would," "project," and similar expressions. These forward-

looking statements are based upon information currently available to Arvada Pharmacy and Medical Supply and are subject to a number of risks, uncertainties, and other factors that could cause Arvada Pharmacy and Medical Supply's actual results, performance, prospects, or opportunities to differ materially from those expressed in, or implied by, these forward-looking statements. Such risks and uncertainties include, among other things, the uncertainties inherent in overall financial, political, and business conditions; trends in the long-term healthcare and pharmaceutical industries, including without limitation trends toward managed care and healthcare cost containment; governmental laws and regulations affecting healthcare and institutional pharmacy services industries, including without limitation those regarding the reimbursement for Arvada Pharmacy and Medical Supply's products and services; rising costs and expenses, particularly pharmaceutical costs, medical supply costs, and regulatory compliance costs; adverse economic trends and intense competition in the markets in which Arvada Pharmacy and Medical Supply operates; the ability to retain existing customers and service contracts and Arvada Pharmacy and Medical Supply's ability to attract new customers; and general economic conditions, such as interest rate, inflation or deflation, and foreign currency exchange rate fluctuations. Arvada Pharmacy and Medical Supply assumes no obligation to update any forward-looking statements as a result of new information or future events or developments.

VII. Additional Terms

These Terms and Conditions, including all other terms and policies referenced herein, constitute the entire user agreement between you and Arvada Pharmacy and Medical Supply with respect to the Service and Content, governed by and in accordance with the laws of the State of Colorado, without regard to its conflict of laws rules. In the event of any inconsistencies between these Terms and the policies referenced therein, these Terms shall control. Our failure to exercise or enforce any terms herein shall not constitute a waiver for you or the perpetrator. If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a breach does occur, Arvada Pharmacy and Medical Supply will inform you, the user, of said breach and the steps taken to amend the breach or regain any lost data. If you breach any provision of these Terms, you may no longer use the Services provided by Arvada Pharmacy and Medical Supply including website, social media, and in-store services. If these Terms or your permission to use the Services is terminated by us for any reason, the agreement formed by your acceptance of these Terms will nevertheless continue to apply and be binding upon you in respect of your prior use of the Services and anything relating to or arising from such use.

If you are dissatisfied with the Services or with these Terms, your sole and exclusive remedy is to discontinue using the Services or file a complaint following the proper

protocol listed below and we will respond in a timely manner as to how we can amend or resolve the issue.

You must commence any cause of action or claim against Arvada Pharmacy and Medical Supply within one (1) year after the cause of action or claim arises, otherwise, You agree that Your cause of action or claim shall be barred.

These Terms, including any or all rights and obligations hereunder, may be freely assigned or transferred by Arvada Pharmacy and Medical Supply, but not by you. Section headings are included for convenience only, and shall not affect the interpretation of any Terms.

You agree that any electronic notices we send you shall satisfy any requirement that such notices be made in writing.

You consent to the exclusive jurisdiction and venue of the state and federal courts in Arvada County, Colorado, U.S.A. in all disputes arising out of or relating to these Terms of Use and/or access or use of the Website.

If any part of these Terms is ruled to be unlawful, void, or for any reason unenforceable, then such part shall be deemed severable from these Terms and shall be eliminated or limited to the minimum extent necessary.

The remainder of these Terms, including any revised portion, shall remain and be in full force and effect.

For More Information or to Report a Complaint

If you would like any additional information about our User Terms Agreement, have any questions about your rights under the User Agreement, or would like to report a complaint, please contact our office at (720)707-2444 or by mail to the address listed below. We will not retaliate against you for filing a complaint or nor will it negatively impact the services we offer. Your feedback is vital for our continued improvement. To file a complaint with us, please direct your complaint to our office manager:

Arvada Pharmacy and Medical Supply
10382 Ralston Rd
Arvada, Colorado 80004
(720)707-2444

These Terms were last updated on 7/01/2021