

**Read these Terms of Use (this "Agreement") for important information about our health content and our Service (as defined below).**

Please read this Agreement carefully and completely before using our websites (including CVScinicalstudies.CastorEDC.com) (the "Applications") or any services or goods provided through or in connection with the Applications or by CVS Healthspire Payor & Life Sciences LLC or one of its subsidiaries or affiliates (together with the Applications, collectively, the "Service"). By clicking "I Accept" to this Agreement, or by using the Service (including any access to the Service), you expressly agree to be bound by this Agreement, by and between you and CVS Healthspire Payor & Life Sciences LLC, a subsidiary of CVS Health (also referred to as "CVS Healthspire", "CVS Life Sciences Solutions®", "CVS Healthspire Life Sciences Solutions®," "us" or "we"), which incorporates by this reference any additional terms and conditions posted by CVS Healthspire Payor & Life Sciences LLC through the Applications, or otherwise made available to you by CVS Healthspire Payor & Life Sciences LLC. The information and resources contained on and accessible through the Service are made available by CVS Healthspire Payor & Life Sciences LLC and its suppliers and vendors, and other third parties, in each case subject to your agreement to the terms and conditions of this Agreement.

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**Updates to this Agreement**

We may update this Agreement at any time by notifying you of such updates by any reasonable means, including posting the revised Agreement on the Applications. You can determine when this Agreement, was last revised by referring to the "LAST UPDATED" legend at the bottom of this Agreement. Any modifications will be effective immediately upon such posting. Your use of or access to the Applications after such modifications are posted will signify your acceptance of the modifications and your agreement to be bound by them. Notwithstanding the foregoing, any modifications to this Agreement shall not apply to any dispute between us arising prior to the date on which we post the revised Agreement that contain such modifications.

**About our Health Content**

Our health content describes general principles of health care that should not in any event be construed as specific instructions for individual patients. This material is not intended as a guide to self-medication or as a substitute for proper medical advice, diagnosis, or treatment. It is for reference only and should not be used to determine treatment for specific medical conditions - only a health care provider can do that. The Service and its health-related information and resources are not intended and must not be taken as the rendering of medical, nursing, or professional health care advice or services, or the practice of medicine, nursing, or professional health care in any

jurisdiction. You should discuss the information provided with a physician, pharmacist, nurse, or other licensed health care professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, drug, herb, vitamin, or supplement discussed on the Service.

You understand and agree that neither CVS Healthspire nor its suppliers or vendors are responsible for any claim, loss, or damage directly or indirectly resulting from your use of the Service or the information resources contained on or accessible through the Service.

Proper treatment of health conditions depends upon a number of factors, including, but not limited to, your medical history, diet, lifestyle, and medication regimen. Your health care provider can best assess and address your individual health care needs. You should consult with your health care provider before starting a new diet, fitness, or supplement regimen. **IF YOU ARE EXPERIENCING A MEDICAL CRISIS, PLEASE CALL 911 OR CONTACT YOUR LOCAL EMERGENCY ASSISTANCE SERVICE IMMEDIATELY.**

Information and statements about dietary supplements have not been evaluated by the US Food and Drug Administration and are not intended to diagnose, treat, cure, mitigate, or prevent any disease or health condition. CVS Healthspire does not endorse manufacturers' or others' claims about the efficacy of these products. We specifically disclaim any guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular purpose. No information conveyed by CVS Healthspire either orally or in writing shall create such a warranty.

### **Products and Transactions**

Please note that references to or descriptions or images of products or services (including health plans) on the Service should not be interpreted as endorsements of such products or services and such products or services may be made available by CVS Healthspire or by third parties.

Price (including the validity of any discount), your eligibility or the availability of any product or service, and any other information are subject to change without notice. Verification of information may be required prior to the acknowledgment or completion of any transaction. Further terms and conditions related to transactions in connection with the Service may apply.

### **Materials**

For purposes of this Agreement, "Materials" includes user IDs, email addresses, passwords, comments, photographs, images, graphics, text and data and any other forms of materials or information submitted by you through or otherwise in connection with the Service, regardless of whether such information is posted publicly or with password protection.

The Service is not designed or intended to be used as a disaster recovery or emergency data storage facility and you are responsible for creating and maintaining copies of your Materials prior to posting, uploading or otherwise submitting such Materials through the Service.

CVS Healthspire and its suppliers and vendors are not required to assess or otherwise determine the validity or legitimacy of any complaints or demands that they may receive regarding any Materials that you may use or allow others to use in connection with the Service (including Materials posted or submitted to the Service) before CVS Healthspire and its suppliers and vendors take any remedial action that they consider, in their sole discretion, to be appropriate.

### **NO WARRANTIES**

CVS HEALTHSPIRE PROVIDES THE APPLICATIONS “AS IS” AND DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT) REGARDING THE INFORMATION, SERVICES, PRODUCTS, MATERIALS, FUNCTIONALITY, AND ANY OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE DATA SET FORTH HEREIN IS FOR INFORMATIONAL PURPOSES ONLY, AND, ALTHOUGH CVS LIFE SCIENCES SOLUTIONS RESERVES THE RIGHT TO CORRECT ANY ERRORS, OMISSIONS, OR INACCURACIES, NO WARRANTY IS MADE THAT THE INFORMATION IS ERROR-FREE. PLEASE NOTE THAT ONCE YOU LEAVE AN APPLICATION OR ARRIVE AT AN APPLICATION FROM ANOTHER NON-CVS LIFE SCIENCES SOLUTIONS LOCATION, EITHER BY USING A LINK WE MAY HAVE PROVIDED FOR YOUR CONVENIENCE OR BY SPECIFYING YOUR OWN DESTINATION, CVS LIFE SCIENCES SOLUTIONS ACCEPTS NO RESPONSIBILITY FOR THE CONTENT, PRODUCTS AND/OR SERVICES PROVIDED AT THESE NON-CVS LIFE SCIENCES SOLUTIONS LOCATIONS. CVS HEALTHSPIRE PAYOR & LIFE SCIENCES LLC DOES NOT CONTROL, ENDORSE, PROMOTE OR HAVE ANY AFFILIATION WITH ANY OTHER WEBSITE OR SOFTWARE APPLICATION (INCLUDING MOBILE APPLICATIONS) UNLESS EXPRESSLY STATED HEREIN. YOUR ACCESS AND USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL CVS HEALTHSPIRE PAYOR & LIFE SCIENCES LLC OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (“CVS LIFE SCIENCES

SOLUTIONS PARTY”) BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OR PERFORMANCE OF THE SERVICES, OR ANY OTHER HYPER-LINKED WEBSITE OR SOFTWARE APPLICATION [(INCLUDING MOBILE APPLICATIONS)], INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

WITH RESPECT TO PRODUCTS OR SERVICES PURCHASED THROUGH THIRD PARTIES , IN NO EVENT SHALL ANY CVS LIFE SCIENCES SOLUTIONS PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY LIABILITY ON THE PART OF THE CVS LIFE SCIENCES SOLUTIONS PARTY, IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED OR \$25, WHICHEVER IS GREATER.

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the Service would not be provided to you absent such limitations.

## **Your obligations**

By using the Service, you affirm that you are of legal age to enter into this Agreement. You may register for an account if you are at least 18 years old.

You agree to provide true, accurate, current, and complete information in connection with the Service.

You agree to use the Service only for lawful purposes. You agree not to interrupt or attempt to interrupt the operation of the Service in any way. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy the Service will not be tolerated, including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities. You must not transmit or otherwise make available through or in connection with the Service any virus or other computer code, file or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment. You are responsible for maintaining the

confidentiality of your user ID and password and are fully responsible for all activities (including purchases, as applicable) that occur in connection with your user ID or password such that, for all purposes under this Agreement, any activities in connection with your user ID or password will be deemed to be your activities.

### **Ownership of the Applications**

The Applications (including any content made available through the Applications) are the property of CVS Healthspire (or its licensors) and are protected by applicable intellectual property laws. The Applications are licensed, not sold, to you. You may utilize the Applications only as permitted by this Agreement. You may not, and will not permit any other party to: (1) modify, adapt, alter, translate or create derivative works of the Applications; (2) use or merge the Applications, or any component or element thereof, with other software, databases or services not provided by CVS Healthspire; (3) sublicense, distribute, sell or otherwise transfer the Applications to any third party; (4) use the Applications as a service bureau, or lease, rent or loan the Applications to any third party; (5) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the Applications; (6) interfere in any manner with the operation of the Applications; (7) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Applications; (8) create a database by systematically downloading and storing the Applications; (9) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape” “data mine” or in any way gather the Applications or reproduce or circumvent the navigational structure or presentation of the Applications without our express prior written consent; or (10) use the Applications for any commercial purposes. You agree not to develop, distribute or sell any software or other functionality capable of launching, being launched from or otherwise integrated with the Applications. You may not remove, alter or obscure any copyright notice or any other proprietary notice that appears on or in the Applications.

We may freely use feedback you provide, including in future modifications of the Applications, other products or services, advertising or marketing materials. You grant CVS Healthspire a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to us in any way.

### **Third-Party Resources**

The Applications may contain links to, or otherwise make available, third-party sites, Medicare plans, other insurance products, services, products, information, content, materials, merchandise, functionality and/or other resources (“Third-Party Resources”). These Third-Party Resources and links and access to them are provided for your convenience and reference only. We do not control such Third-Party Resources and, therefore, we are not responsible for such Third-Party Resources, or any content posted on or made available by such Third-Party Resources. Be aware that we do not control, and we make no guarantees about, and disclaims any express or implied

representations or warranties about such Third-Party Resources, including without limitation the security of any materials, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third-Party Resources or any other Internet sites. We reserve the right to terminate such links or such access at any time. The fact that we offer such links or access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third-Party Resources, or any content made available thereby. Because some Third-Party Resources employ automated search results or otherwise link you to Third-Party Resources containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in or made available by Third-Party Resources, and you hereby irrevocably waive any claim against us with respect to such Third-Party Resources. Your use of any Third-Party Resources is subject to the third-party's terms, conditions and policies applicable to such products, services or materials (such as terms of use or privacy policies of the providers of such products, services or materials). We are not responsible for the privacy and security of any information you share with that third-party, including your credit card or payment information. When you elect to receive these services from a third-party, you agree to hold that third-party responsible for any unauthorized use or disclosure of your personal information.

### **Trademarks**

The CVS Healthspire Payor & Life Sciences LLC, CVS Healthspire, CVS Life Sciences Solutions®, and CVS Healthspire Life Sciences Solutions® names and all other trademarks, service marks, trade names, logos, domain names, URLs and icons ("Marks") appearing on this website, registered or not, are the property of CVS Healthspire Payor & Life Sciences LLC or their respective owners. Nothing on this website grants you any right or license to use any of the Marks on this site without the express written permission of CVS Healthspire Payor & Life Sciences LLC or the third-party owners of the Marks. Unauthorized use may violate trademark and other laws.

### **Not a Substitute for Professional Health Care Advice**

The health information contained in these Applications is general in nature and is not a substitute for professional health care. It is not meant to replace the advice of health care professionals. If you have specific health care needs, or for complete health information, please see a doctor or other health care provider.

### **Privacy**

The privacy policy governing your access to and use of the Applications can be reviewed at our [Privacy Policy](#) which is hereby incorporated into this Agreement.

Note that, depending on the benefits you select when using the Applications, you may

be protected by federal and other law applicable to personally identifiable information about you such as health information protected by the Health Insurance Portability and Accountability Act (“HIPAA”).

### **Session data**

You consent to the use of tracking technologies on the website to collect and record your real-time activities and movements across the Applications throughout your browsing session. You consent to our sharing of your session data with our vendors. Please review our Privacy Policy for more information about our collection, use, and sharing of session data.

### **Termination**

CVS Healthspire may suspend or terminate your use of or access to the Applications if you fail to comply with this Agreement. Such suspension or termination may result in the permanent deletion of your information or other previously available content. If you no longer agree to be bound by this Agreement, you must cease your use of the Service.

### **Electronic Communications**

When you send emails or other electronic messages to us or in connection with the Service, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Location Based Services**

If you enable location-based services on your computer or other device in connection with your use of the Service, you expressly consent to CVS Healthspire or its suppliers or vendors collecting the precise location information of your device. This information will be used as set forth in our Privacy Policy, including to personalize your service in and near our stores (such as by delivering offers to you). Please see our Privacy Policy for further information.

### **Not a solicitation**

Nothing in this site should be construed as a solicitation or offer to purchase coverage from CVS Healthspire, any of its affiliated companies, or any other company.

### **Telephone and Text Policy**

By providing your residential or wireless phone and/or fax number(s) to CVS Healthspire Life Sciences Solutions or their affiliates you expressly consent to receive study-related calls and text messages from or on behalf of CVS Healthspire Life Sciences Solutions or its affiliates at the number(s) provided. Your consent to receive calls or texts on your wireless device is not a condition of any purchase. Consent may

be revoked at any time by calling 1-855-238-1769. You may opt out of CVS Healthspire Life Sciences Solutions text alerts at any time. You may also send an opt-out request via email to [econsentsupport@cvshealth.com](mailto:econsentsupport@cvshealth.com) with the phone you wish to opt-out.

### **Text Messaging Terms and Conditions**

CVS Healthspire Life Sciences Solutions or one or more of its affiliates offers access to healthcare service messages via recurring SMS (Short Message Service) and MMS (Multimedia Message Service) text alerts. Enrollment in text alerts requires you to provide your own mobile phone number with an area code within the 50 United States or the District of Columbia. By enrolling to receive messages from one of the CVS Healthspire Life Sciences Solutions text alert programs, you agree to these terms and conditions, which become effective upon your enrollment. You may be asked to verify your mobile phone number before the service will start. This requires responding to a text alert sent to your mobile phone confirming your enrollment in this service.

You acknowledge that text alerts will be sent to the mobile phone number you provide to CVS Healthspire Life Sciences Solutions. Such alerts may include limited personal information about your healthcare services, and whoever has access to the mobile phone or carrier account will also be able to see this information. Once you enroll, the frequency of text alerts we send to you will vary. You will typically receive text alerts when we have information for you about your healthcare. CVS Healthspire Life Sciences Solutions does not impose a separate charge for text alerts; however, your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges.

The CVS Healthspire Life Sciences Solutions text alert programs are offered on an "as is" basis and: (1) may not be available in all areas at all times; and (2) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. CVS Healthspire Life Sciences Solutions may change or discontinue any of its text alert programs without notice or liability to you. CVS Healthspire Life Sciences Solutions and its related companies and each of their respective officers, directors and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from any CVS Healthspire Life Sciences Solutions text alert program or from technical failures or delays of any kind. CVS Healthspire Life Sciences Solutions reserves the right to cease delivery of text alerts to any person at any time in its sole discretion. Carriers are not liable for delayed or undelivered messages.

### **Dispute Resolution**

**EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND CVS HEALTHSPIRE PAYOR & LIFE SCIENCES LLC (OR ITS SUPPLIERS OR VENDORS), WHETHER THE DISPUTE IS**

**BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED IN FINAL, BINDING, INDIVIDUAL ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN COURT BY A JUDGE OR A JURY. YOU AND CVS LIFE SCIENCES SOLUTIONS AGREE THAT CVS LIFE SCIENCES SOLUTIONS AND YOU EACH WAIVE THE RIGHT TO TRIAL BY A JURY AND THAT THE FEDERAL ARBITRATION ACT ("FAA") AND FEDERAL ARBITRATION LAW, NOT STATE LAW, GOVERN THE ENFORCEABILITY OF THIS DISPUTE RESOLUTION PROVISION. YOU AND CVS LIFE SCIENCES SOLUTIONS ALSO AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ACTIONS, CONSOLIDATED ACTIONS, AND MASS ACTIONS, WHETHER IN COURT OR ARBITRATION, ARE NOT PERMITTED, AND YOU AND CVS LIFE SCIENCES SOLUTIONS AGREE TO GIVE UP THE ABILITY TO BRING OR PARTICIPATE IN A CLASS, CONSOLIDATED, OR MASS ACTION.**

FOR ANY AND ALL DISPUTES OR CLAIMS YOU OR CVS HEALTHSPIRE PAYOR & LIFE SCIENCES LLC HAVE, THE PARTY PURSUING THE DISPUTE OR CLAIM MUST FIRST GIVE THE OTHER PARTY AN OPPORTUNITY TO RESOLVE THE DISPUTE OR CLAIM BY SENDING AN INDIVIDUAL, WRITTEN DESCRIPTION OF THE CLAIM THAT DESCRIBES IN DETAIL THE INDIVIDUAL DAMAGES THAT THE PARTY CLAIMS TO HAVE SUFFERED (THE "DEMAND FOR ARBITRATION"). YOU MUST SEND YOUR DEMAND FOR ARBITRATION TO CVS HEALTHSPIRE'S REGISTERED AGENT AT THIS ADDRESS:

CVS Health Corporation  
C/O Healthspire Payor & Life Sciences LLC  
One CVS Drive  
Woonsocket, R.I. 02895CVS

You and CVS Healthspire each agree to negotiate your claim in good faith. Each party agrees that it may not commence any arbitration or court proceeding unless you and CVS Healthspire are unable to resolve the claim within 60 days after receipt of the demand for arbitration and the parties have made a good faith effort to resolve their claims directly during that time. If you or CVS Healthspire are unable to resolve the claim within 60 days despite those good faith efforts, then either you or CVS Healthspire may start an arbitration or small claims court proceeding. You and CVS Healthspire agree that any dispute as to whether these conditions precedent have been satisfied will be decided in court and not by the arbitrator. Either you or CVS Healthspire may elect to have an arbitration proceeding initiated by the other party adjudicated in small claims court by giving written notice of that election to the other party.

Arbitration shall be conducted by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures, including its Minimum Standards for Procedural Fairness for Consumer and Employment/Workplace Arbitrations, and its Supplemental Rules for Mass Arbitration Filings (the "NAM Rules"). The NAM Rules and instructions for how to initiate an arbitration are available from

NAM at <https://www.namadr.com/>. If NAM fails or declines to conduct the arbitration for any reason, you and we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint a different arbitration administrator but will not decide arbitrability or any other aspect of the parties' dispute (except as outlined above or if either party files a small claims court matter). In the case of in person proceedings, the proceedings should be conducted at a location that is reasonably convenient to you with due consideration of the ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination should be made by the arbitrator. Payment of arbitration fees will be governed by NAM's schedule of "Fees for Disputes When One of the Parties is a Consumer." Notwithstanding the foregoing, if the arbitrator decides that any claim asserted in the arbitration demand is frivolous, the arbitrator may award the defending party any attorney's fees and any filing, administration, and arbitrator fees incurred. The arbitrator may award any individual relief a court of law could, including temporary, interim, or permanent injunctive relief on an individual basis.

If a court or arbitrator finds in any action between you and us that any part of this Dispute Resolution provision is unenforceable with respect to any claim, then the arbitration agreement and class action waiver will not apply to that claim, but they will still apply to any and all other claims that you or CVS Healthspire may assert in that or any other action. If any provision of this Dispute Resolution provision is found unenforceable, the other parts of it shall continue to apply. These Terms, all transactions related to CVS Healthspire, and all related matters are governed by the Federal Arbitration Act, applicable federal law, the laws of New York, without regard to any conflict of laws rules.

### **Copyright Infringement Claims: Notice and Take-Down Procedures**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your rights under U.S. copyright law, you (or your agent) may send to CVS a written notice by mail, e-mail or fax, requesting that CVS remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to CVS a counter-notice. Notices and counter-notices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA (see <http://www.copyright.gov/> for details), which, with respect to notices of infringement, currently include, among other requirements, the following:

1. Sufficient information identifying the copyrighted work(s) believed to be infringed.
2. Sufficient information identifying the allegedly infringing material(s) and the location of such material(s) in order to permit CVS to locate such material(s).
3. A statement from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed that such owner or authorized representative has a good faith belief that the allegedly infringing materials are used in a manner not authorized by the copyright owner, its agent, or the law.

4. Contact information for the complaining party, including a mailing address, a telephone number and, if available, an email address.
5. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed.

Notices and counter-notices must be sent in writing to CVS's DMCA agent as follows:

DMCA Agent, Legal Department

Mail: CVS/pharmacy, One CVS Drive, Woonsocket, R.I. 02895 Mail Code 1160

Email: [\*\*DMCA@cvshealth.com\*\*](mailto:DMCA@cvshealth.com)

Fax: **401-765-7887**

CVS's DMCA agent can be reached at the following phone number: **401-765-1500**.

### **Governing Law**

This agreement, your use of the service, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the United States (including federal arbitration law) and the State of New York, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. CVS Healthspire failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and CVS Healthspire nor trade practices shall act to modify any provision of this Agreement. We may assign our rights and duties hereunder to any third-party at any time without notice to you.

### **Indemnity**

You agree to indemnify and hold harmless CVS Healthspire Payor & Life Sciences LLC, and its officers, directors, employees, affiliates, agents and other third parties permitted to receive your information from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Applications or your breach of this Agreement (collectively, "Claims"). CVS Healthspire Payor & Life Sciences LLC respectively reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by us in the defense of any Claims.

### **Changes to the Service**

CVS Healthspire and its suppliers and vendors may change or modify the information, services, products, materials, and any other resources contained on or accessible through the Service, or discontinue the Service altogether, at any time without notice.

### **Entire Agreement**

This Agreement is the entire agreement between you and CVS Healthspire Payor & Life Sciences LLC and replace all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement are invalid that section will be removed without affecting the remainder of the Agreement. The remaining Agreement will be valid and enforceable.

Last updated: September 23, 2024