

Terms and Conditions of Use

Welcome to the BioScrip, Inc. website and the BioScrip Online Pharmacy. Your access to and use of this website is subject to the Terms and Conditions set forth in this Agreement.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING THE WEBSITE. BY USING THE WEBSITE, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ THIS AGREEMENT AND AGREED WITHOUT LIMITATION OR QUALIFICATION TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE WEBSITE.

THESE TERMS AND CONDITIONS SHALL REMAIN EFFECTIVE UNTIL TERMINATED BY EITHER PARTY. IF YOU NO LONGER AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY STOP USING THIS WEBSITE. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. IF YOU ARE DISSATISFIED WITH THIS WEBSITE, ITS CONTENTS, OR THE TERMS AND CONDITIONS OF USE, YOUR EXCLUSIVE LEGAL REMEDY IS TO DISCONTINUE USE OF THE SITE.

BIOSCRIP MAY, FROM TIME TO TIME, MAKE CHANGES OR ADDITIONS TO THIS AGREEMENT, AND YOUR CONTINUED USE OF THE WEBSITE AFTER BIOSCRIP MAKES SUCH CHANGES OR ADDITIONS WILL SIGNIFY THAT YOU AGREE TO SUCH CHANGES OR ADDITIONS. YOU SHOULD THEREFORE PERIODICALLY VISIT THIS PAGE TO REVIEW THE THEN CURRENT TERMS AND CONDITIONS.

1. AUTHORIZED USES. BioScrip authorizes you to use this website for your own lawful purposes only. Any conduct by you that BioScrip, in its sole and absolute discretion, deems to be inappropriate, in violation of law, or which interferes with this website or its lawful use by others will not be permitted or tolerated. In any such event, BioScrip reserves the right to terminate or suspend your access to or use of this site and prosecute violations of these Terms and Conditions to the full extent of the law. BioScrip permits you to use this website and to display its content, solely for your own personal noncommercial use. Any other use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any material at the website, use of the website, or access to the website. If you register as an online pharmacy user and create an account on this website, you agree to provide true, accurate, current and complete information about yourself. It is also your responsibility to keep your information current and accurate by updating it as changes occur. We retain the right to suspend or terminate your access to or use of this website without prior notice if we suspect or become aware that you have provided information that is untrue, inaccurate, fraudulent or incomplete, or if you have accessed or attempted to access the account of another registered user without authorization. You agree that we will not be liable to you or any third party for any termination of access to your account or this site for any reason. You are responsible for maintaining the confidentiality of your access information, including your account number, user identification and password, and for restricting access by others to

your access information and your computer. By registering on this website as an online pharmacy user, you agree to accept responsibility for all activities that occur and any transactions that are made through use of your account or password. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security of which you become aware.

2. PROPRIETARY RIGHTS. BioScrip, together with its subsidiaries and affiliates, owns and operates this website and the services offered on this website. All content included on this website, including without limitation text, graphics, logos, buttons, icons, images, sounds, audio and visual clips, is the exclusive and proprietary right of BioScrip and its affiliates, and is protected under United States and international copyright and trademark laws. The compilation, collection, selection, arrangement, assembly, and coordination of any content on this website is the exclusive property of BioScrip and is protected by United States and international copyright laws. All software used in this website is the property of BioScrip or its licensors and is protected by United States and international copyright laws. The content and software on this website is available to be used as a shopping and informational resource only. Accordingly, without the express written consent of BioScrip, which may be withheld in its sole and absolute discretion, you may not copy, publish, distribute, create derivative works of, or commercially exploit the content or software of this website, or use this website for any other than its intended purpose and as provided in these Terms and Conditions.

BioScrip's trademarks and service marks may not be used by any third party or in connection with any other products or services or otherwise in a manner that would disparage or detract from the value of the mark. All other trademarks, product names, and company names and logos appearing on this website are the property of their respective owners.

3. WEBSITE ACCURACY. THE CONTENT CONTAINED ON THIS WEBSITE IS PROVIDED BY BIOSCRIP FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO FACILITATE COMMUNICATION BETWEEN YOU AND YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER. THE INFORMATION CONTAINED IN THIS WEBSITE IS NOT INTENDED AND SHOULD NOT BE USED FOR DIAGNOSIS OF ANY CONDITION OR DISEASE AND CANNOT PROVIDE A DIAGNOSIS FOR ANY PARTICULAR INDIVIDUAL. SUCH INFORMATION SHOULD NOT BE USED AS A SUBSTITUTE FOR SEEKING PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR CARE. ALL QUESTIONS YOU MAY HAVE ABOUT YOUR MEDICAL OR HEALTH CONDITION, TREATMENT, CARE OR DIAGNOSIS SHOULD BE REFERRED TO YOUR OWN PHYSICIAN OR OTHER HEALTH CARE PROVIDER. THIS WEBSITE DOES NOT CONTAIN ALL MEDICAL INFORMATION THAT MAY BE RELEVANT TO ANY PARTICULAR MEDICAL OR OTHER HEALTH CONDITION OR DISEASE. BIOSCRIP DOES NOT IN ANY WAY ENDORSE, OPERATE, CONTROL, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, BRAND, TREATMENT, INFORMATION OR SERVICES CONTAINED ON THIS WEBSITE. WHILE BIOSCRIP USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP TO DATE INFORMATION AT THIS WEBSITE, BIOSCRIP MAKES NO WARRANTIES

OR REPRESENTATIONS WITH RESPECT TO THE ACCURACY, QUALITY OR SUITABILITY OF THE INFORMATION AT THIS WEBSITE OR WITH RESPECT TO OTHER WEBSITES LINKED THROUGH THE BIOSCRIP SITE. BIOSCRIP DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE QUALITY, ACCURACY, SUITABILITY OR CURRENCY OF ANY INFORMATION ON THIS WEBSITE, INCLUDING BUT NOT LIMITED TO INFORMATION OR CONTENT PROVIDED TO THIS SITE BY **MEDI-SPAN®** OR OTHER THIRD PARTIES.

4. DISCLAIMER OF WARRANTIES. Neither BioScrip nor any other party involved in creating, producing, or delivering this website or the content of this website makes any representations about the suitability of the content of this website for any purpose, nor that your use of the website will be uninterrupted or error-free.

THE INFORMATION, SERVICES, AND PRODUCTS CONTAINED ON THIS WEBSITE ARE PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BIOSCRIP AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES WITH RESPECT TO ALL INFORMATION, SERVICES AND PRODUCTS CONTAINED ON THIS WEBSITE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THERE ARE NO WARRANTIES MADE AS TO THE COMPLETENESS, ACCURACY, CURRENCY OR RELIABILITY OF INFORMATION CONTAINED IN THIS WEBSITE. YOU ACKNOWLEDGE, BY YOUR USE OF THIS WEBSITE, THAT YOUR USE OF THIS WEBSITE AND ANY PRODUCTS OR SERVICES FURNISHED THROUGH THIS WEBSITE IS AT YOUR SOLE RISK AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED WITH YOUR USE OF THIS WEBSITE OR SUCH PRODUCTS OR SERVICES.

5. LIMITATION OF LIABILITIES. Neither BioScrip nor any other party involved in creating, producing, or delivering this website assumes any responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website . Your use of and browsing in the website are at your risk. NO SUCH PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE WEBSITE. IN NO EVENT SHALL BIOSCRIP’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE.

AS PARTIAL CONSIDERATION FOR YOUR USE OF AND ACCESS TO THIS WEBSITE, YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY

LAW: (1) IN NO EVENT WILL BIOSCRIP OR ITS AFFILIATES OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS WEBSITE OR ANY OTHER SITE LINKED TO THIS WEBSITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY DECISION MADE OR ACTION OR FORBEARANCE TAKEN BY YOU IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THIS WEBSITE; 2) THE AGGREGATE LIABILITY OF BIOSCRIP, ITS AFFILIATES OR ANY OTHER SUCH PARTY ARISING FROM OR RELATING TO THE CONTENT OF THIS WEBSITE OR THE PRODUCTS OR SERVICES FURNISHED THROUGH THIS WEBSITE (REGARDLESS OF THE FORM OR BASIS OF SUCH ACTION OR CLAIM) SHALL BE LIMITED TO THE PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU PURCHASED THROUGH THIS WEBSITE; AND 3) NO SUCH PERSON SHALL, IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SUCH PERSON IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless, BioScrip, and its affiliates from any liability, loss, claim, expense (including reasonable attorneys' fees) related to your violation of these Terms and Conditions.

7. WEBSITE SECURITY. While BioScrip uses reasonable efforts to safeguard the security of the website, there can be no guaranty that such safeguards will successfully prevent unauthorized alterations in the content or functionality of the website. BioScrip assumes no liability or responsibility for any unauthorized alterations in the content or functionality of the website.

8. INFORMATION PRIVACY. BioScrip is committed to maintaining the privacy of your information. Please refer to our [Online Privacy Policy](#) and our [HIPAA Notice of Privacy Practices](#) for more information.

9. IMAGES OF PEOPLE OR PLACES. Images of people or places displayed on the website are either the property of, or used with permission by, BioScrip. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

10. LINKS. BioScrip has not reviewed any websites that may be linked to its website and is not responsible for the content of any websites linked to this website. In addition, when you use certain features of this site, you may be directed to the sites of third party service providers, such as electronic payment processing services, directly accessed through this website. Your linking to any such off-website pages or services is at your own risk.

11. DEALINGS WITH ADVERTISERS. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that BioScrip shall not be responsible or liable for any

loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the website.

12. EFFECT OF ELECTRONIC COMMUNICATIONS AND NOTICES.

BioScrip may give notice to its users by means of a general notice on this website, electronic mail to a user's e-mail address on its records, or by written communication sent by first class mail to a user's address on its records. When you communicate with us electronically, you consent to receive return communications from us, if any, via email, website notice, or other electronic means. You agree that any agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. You also agree that any signature, authorization, acceptance or agreement you affirmatively provide to us electronically through this website shall be deemed to have the effect of a written communication or your written signature.

13. MONITORING, COPYING, ALTERING OR INTERFERING WITH THIS WEBSITE.

You agree that you will not use any spyware, web crawler, screen scraper, automated query program or other automatic device or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from our website without the prior expressed written permission of BioScrip or the appropriate third party.

14. GENERAL INFORMATION.

These terms and conditions shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the state or federal courts located in New York and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provisions of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then the provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

15. CHANGES IN TERMS AND CONDITIONS.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. BioScrip, Inc. reserves the right to make changes to this website and the terms and conditions that govern use of this site at any time and from time to time. We encourage you to review all the information on this Terms and Conditions page periodically for any updates or changes. We are not responsible for sending notice of changes as they may occur from time to time. Your continued access or use of this website shall be deemed to be your acceptance of and agreement to be bound by the terms and conditions of use of this, as

they may be changed from time to time, and to the reasonableness of these standards for notice of updates and changes.