

## **TERMS OF USE**

Welcome to the CVS quality assurance portal (the “Portal”) provided by UL LLC on behalf of CVS Pharmacy, Inc. and its subsidiaries and affiliates (“CVS”). Your use of the Portal is subject to the following Terms of Use ("Terms"), and may also be subject to additional terms set forth in an executed agreement between you or your employer and either UL LLC or CVS (“Additional Terms”), as applicable. Please read these Terms carefully before using the Portal.

### **1. ACCEPTANCE OF TERMS.**

By accessing and using the Portal, you accept and agree to be legally bound by the terms and conditions contained in these Terms. If you do not agree to these Terms, you should not access or use the Portal.

#### **a. CHANGES TO TERMS.**

These Terms may be modified, amended, updated, or deleted at any time and for any reason without notice to you. Any such modifications, amendments, updates or deletions will be effective immediately upon posting. Your continued use of the Portal after such posting shall be deemed to constitute acceptance by you of the changes. Additionally, any aspect, service or feature of the Portal (e.g., content, availability, etc.) may be changed or discontinued at any time.

#### **b. LANGUAGE OF THE TERMS.**

If you have been provided with a translation of English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your usage of the Portal. If there is any contradiction between what the English language version of the Terms say and what a translation says, then the English language version shall take precedence.

### **2. LIMITED SCOPE OF USE.**

You are being granted access to the Portal because you are a CVS vendor, supplier or business partner that is providing products or services in connection with the CVS quality assurance programs (“Quality Assurance Programs”). You may use the Portal solely in connection with providing those products or services on CVS behalf, and not for any other purpose. The commercial use, reproduction, transmission or distribution of any of the content within the Portal in whole or in part without the prior written authorization of CVS and/or UL LLC is strictly prohibited. You agree to use the Portal only for purposes that are lawful and permitted by the Terms. You specifically agree not to access (or attempt to access), or systematically retrieve data from, any part of the Portal through any automated means (including use of scripts, bots or web crawlers). Gathering data from the Portal through harvesting or automated means that are not enabled or approved through the Portal itself is strictly prohibited. You agree that you will not engage in any activity that interferes with or disrupts the Portal or interferes with any other party's use and enjoyment of the Portal.

You do not have a reasonable expectation of privacy with respect to your use of the Portal. UL LLC and CVS have legitimate interests in the Portal, including its contents and use. UL LLC and CVS may at any time monitor, intercept, search and/or seize any data transiting through or stored on the

Portal, and any data transiting through or stored on the Portal may be disclosed or used for any authorized purpose, including transfer to law enforcement. Accordingly, UL LLC and CVS reserve the right to monitor, disclose, maintain and produce copies of any transmissions of data through onto, or by the Portal, including without limitation any system or cache files created or stored on the Portal, at any time and without notice.

### **3. CONTENT OF THE PORTAL.**

You acknowledge that the Portal may contain text, software, logos, slogans, photos, video, graphics, music and sound, and other content (collectively "Content") that is protected by copyright, trademark, trade dress, patent, trade secret and/or other intellectual or proprietary rights. You may not copy, modify, decompile, reverse engineer, publish, distribute, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content in whole or in part without express permission or as otherwise expressly permitted by applicable law. You acknowledge that you do not acquire any ownership rights in the Content by use of the Portal.

The Portal may include Content or links to other resources provided by third parties. You acknowledge and agree that neither CVS nor UL LLC or any of their affiliated entities are responsible for the availability of such third party Content or resources, and does not endorse and is not responsible or liable for any the accuracy or completeness of such Content or your use thereof. If you decide to access any of the third party websites linked to the Portal, you do so at your own risk.

### **4. USER CONTENT.**

The Portal may contain areas or functionality that enables you to post or upload messages, data or other user-generated content (collectively, "User Content"). You are solely responsible for all User Content you upload or post to the Portal. There are no guarantees regarding the accuracy, integrity, continued availability or quality of such User Content. You hereby represent and warrant that you have all necessary rights in and to all User Content you provide and all information it contains and that your submission of such User Content and its use in connection with the Portal as otherwise permitted by these Terms shall not infringe, violate or misappropriate any intellectual property or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. You acknowledge that User Content may be pre-screened, refused or removed, but that neither CVS nor UL LLC or any of their affiliated entities are responsible for or required to perform any screening or removing of any User Content.

By submitting, posting or uploading User Content to the Portal, you automatically and hereby grant to UL LLC, CVS, their successors and assigns, and their affiliated entities a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable right and license to use, publish, perform, display, exhibit, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed.

If you post or upload any User Content to the Portal, you further agree to the following rules of conduct:

- You agree not to post or upload any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- You agree not to post or upload any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;
- You agree not to post or upload any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;
- You agree not to post or upload User Content which contains advertising, marketing or any solicitation for products or services, or any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- You agree not to post or upload any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and
- You agree not to upload or post any User Content that violates, infringes or misappropriates any third party's copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission.

## **5. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

YOUR USE OF THE PORTAL IS AT YOUR SOLE RISK. THE PORTAL AND ALL CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CVS, UL LLC, AND EACH OF THEIR SUBSIDIARIES AND AFFILIATES, AND EACH OF ALL OF THE FOREGOING'S TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, CONTENT PROVIDERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE PORTAL, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (ii) NON-INFRINGEMENT; (iii) THAT THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iv) WITH RESPECT TO THE QUALITY, ACCURACY OR COMPLETENESS OF ANY CONTENT OR OTHER INFORMATION OBTAINED BY YOU THROUGH THE PORTAL. YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO USE OF THE PORTAL.

ALTHOUGH THE PORTAL CONTAINS CERTAIN CONTENT RELATING TO LAWS AND REGULATIONS, SUCH CONTENT IS INTENDED TO BE A GENERAL INFORMATION RESOURCE AND REFERENCE TOOL, AND IS NOT AN EXHAUSTIVE OR DETAILED ACCOUNT OF ALL POTENTIALLY APPLICABLE LEGAL OR REGULATORY REQUIREMENTS, NOR SHOULD IT BE CONSTRUED AS SUCH. **THE PORTAL SHOULD IN NO WAY BE CONSIDERED LEGAL ADVICE, INTERPRETATIVE COUNSEL OR OTHER PROFESSIONAL ADVICE.** YOU ARE ENCOURAGED TO CONSULT WITH COUNSEL FOR LEGAL ADVICE REGARDING COMPLIANCE WITH ANY LAWS OR REGULATIONS DISCUSSED IN THE PORTAL OR RELATING TO CVS QUALITY ASSURANCE PROGRAMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CVS, UL LLC, EACH OF THEIR SUBSIDIARIES AND AFFILIATES, AND ALL OF THE FOREGOING'S DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, CONTENT PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CVS OR UL LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR RELATING TO: (i) YOUR USE OR INABILITY TO USE THE PORTAL; (ii) QUALITY ASSURANCE PROGRAMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF MAY NOT APPLY TO YOU.

## **6. INDEMNIFICATION.**

You agree to indemnify and hold CVS, UL LLC, each of their subsidiaries and affiliates, and all of the foregoing's directors, trustees, officers, employees, agents, contractors, partners, content providers and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (A) User Content you submit, post, transmit, modify or otherwise make available through the Portal; (B) your use of the Portal; (C) your violation of these Terms; (D) your violation of any rights of another; or (E) death, personal injury or property damage relating to your provision of products or services covered by or otherwise relating to Quality Assurance Programs.

## **7. TERMINATION.**

Your access to the Portal may be terminated, limited or suspended at any time without notice to you. Grounds for such termination, limitation of access or suspension include without limitation: (A) breaches or violations of these Terms (including any Additional Terms); (B) requests by law enforcement or other government agencies; (C) discontinuance or material modification to the Portal (or any part thereof); (D) unexpected technical or security issues or problems; (E) changes to regulatory or legal requirements regarding Quality Assurance Programs; and/or (F) engagement by you in fraudulent or illegal activities.

## **8. ARBITRATION.**

By using this Portal, you agree that: (1) any claim, dispute, or controversy you may have arising out of, relating to, or connected in any way with these Terms or the Portal, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a panel of three arbitrators selected pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) the arbitration shall be held in Chicago, Illinois, USA; (3) the arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; and (4) if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on AAA and its Rules and Procedures, you may visit the AAA website at <http://www.adr.org>. This

provision shall not prohibit injunctive relief in any court of competent jurisdiction to prevent irreparable harm.

## **9. INTERNATIONAL USERS.**

You may not use the Portal or export Content, including without limitation User Content or other information and materials, in violation of the export laws of the United States or any other country. If you access the Portal from a location outside of the United States, you are responsible for compliance with all applicable laws. Access to and use of the Portal from territories where the Portal's content is illegal is prohibited.

## **10. MISCELLANEOUS.**

### **a. GOVERNING LAW AND JURISDICTION.**

These Terms and your use of the Portal shall be governed by the laws of the state of Illinois, USA without regard to any conflict-of-law provisions or rules.

### **b. ENTIRE AGREEMENT.**

These Terms (including any applicable Additional Terms) constitute the entire agreement governing your use of the Portal, superseding any prior version of any terms and conditions relating to the Portal. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect.

### **c. STATUTE OF LIMITATIONS.**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Portal or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **d. WAIVER AND SEVERABILITY OF TERMS.**

The failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.