

TERMS OF USE

IMPORTANT – READ CAREFULLY

Acceptance of Terms

By accessing or using www.pharmacarehawaii.com (the "Website"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and the Pharmacare Hawaii Privacy Policy, each as amended from time to time.

These Terms of Use govern only your access to and use of the publicly accessible portions of the Website. Certain services made available through the Website, including patient portals, online prescription refill requests, secure messaging, payment portals, telehealth services, or other password-protected applications, may be governed by separate agreements, notices, or terms and conditions. In the event of any conflict, those separate agreements shall control with respect to those services.

Nothing contained in these Terms of Use shall modify or replace any contractual, statutory, regulatory, or professional obligations arising from the provision of healthcare services by Pharmacare Hawaii, Inc.

Pharmacare Hawaii reserves the right to revise these Terms of Use at any time by posting an updated version on the Website. Material changes shall become effective upon posting unless otherwise stated. Continued use of the Website following such posting constitutes acceptance of the revised Terms.

Definitions

For purposes of these Terms:

"Company" means Pharmacare Hawaii, Inc., together with its subsidiaries, affiliates, successors, and assigns.

"Website" means www.pharmacarehawaii.com together with all webpages, content, applications, and functionality made available through that domain.

"Services" means informational services offered through the Website and does not include the actual provision of healthcare services unless expressly stated.

"User" means every individual or entity accessing or using the Website.

No Healthcare Provider Relationship

Accessing or using this Website does not establish a pharmacist-patient relationship, a physician-patient relationship, a healthcare provider-patient relationship, a fiduciary relationship; or any other professional relationship with Pharmacare Hawaii, Inc.

Any professional healthcare relationship shall arise only through the provision of healthcare services in accordance with applicable law and Pharmacare Hawaii's established policies and procedures.

Medical Emergencies

THIS WEBSITE IS NOT INTENDED FOR MEDICAL EMERGENCIES.

If you believe you are experiencing a medical emergency, immediately call 911 or proceed to the nearest emergency department.

Do not rely upon email, website communications, contact forms, or any other electronic communication through this Website for urgent medical care.

Permitted Use

Pharmacare Hawaii, Inc. grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website solely for lawful personal, educational, or informational purposes consistent with these Terms of Use. 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.

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 Pharmacare Hawaii, Inc. in its sole discretion.

You further agree that you will not attempt unauthorized access to secure portions of the Website, attempt to access another user's account, use automated bots, crawlers, spiders, scraping software, artificial intelligence harvesting tools, or similar technologies to collect Website content without written authorization, attempt to interfere with the Website's cybersecurity or infrastructure, introduce ransomware, malware, spyware, viruses, or other malicious code, impersonate another individual, use the Website in violation of HIPAA or other applicable privacy laws, or use the Website to transmit fraudulent, misleading, or unlawful communications.

No confidential relationship or obligations shall be established between you and Pharmacare Hawaii, Inc. 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 Pharmacare Hawaii, Inc.. Pharmacare Hawaii, Inc. shall have no obligations to you in connection with such submission.

User Accounts

Certain portions of the Website may require users to establish an account or use login credentials. Users agree to provide accurate, current, and complete information. Users are solely responsible for maintaining the confidentiality of usernames, passwords, authentication credentials, and account information. Users shall immediately notify Pharmacare Hawaii of any suspected unauthorized access or security breach involving their accounts. Pharmacare

Hawaii reserves the right to suspend or terminate any account reasonably believed to have been compromised or used in violation of these Terms of Use.

Electronic Communications

By communicating with Pharmacare Hawaii electronically, including through email links, online forms, patient inquiries, or other electronic means, you consent to receive communications electronically where permitted by applicable law.

Electronic communications satisfy any legal requirement that communications be in writing to the fullest extent permitted by law.

Electronic communications transmitted through publicly accessible portions of the Website are not intended to transmit Protected Health Information ("PHI"). Users should not submit confidential medical information through general Website contact forms unless specifically instructed to do so through a secure communication platform designated by Pharmacare Hawaii.

Electronic Records

You acknowledge that Pharmacare Hawaii may maintain records relating to Website usage, including audit logs, access records, electronic communications, transaction records, and system logs in electronic form.

Such records may be used for security, operational, compliance, regulatory, and legal purposes and, to the fullest extent permitted by applicable law, may be admissible as evidence in any administrative, judicial, or regulatory proceeding.

Ownership

The Website and all content made available through it, including text, graphics, photographs, images, video, audio, software, source code, object code, databases, compilations, user interfaces, page layouts, functionality, documentation, trademarks, service marks, logos, trade dress, domain names, and other intellectual property (collectively, the "Website Content"), are owned by or licensed to Pharmacare Hawaii and are protected by United States and international intellectual property laws.

Except for the limited right to access and use the Website in accordance with these Terms of Use, no ownership interest or license is granted to any User. No portion of the Website Content may be copied, reproduced, modified, republished, uploaded, posted, transmitted, displayed, distributed, licensed, sold, reverse engineered, decompiled, or otherwise exploited without the prior written consent of Pharmacare Hawaii, except as expressly permitted by applicable law.. 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 Pharmacare Hawaii, Inc. 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
Pharmacare Hawaii, Inc.
3375 Koapaka St. Suite G320
Honolulu, HI 96819
808-836-0223

Reservation of Rights

Pharmacare Hawaii expressly reserves all rights not expressly granted under these Terms of Use. Nothing contained on the Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any copyright, trademark, service mark, logo, trade name, patent, trade secret, proprietary technology, or other intellectual property owned by Pharmacare Hawaii or its licensors.

Links To Other Websites; Links to this Website

Links to Websites owned, operated, or maintained by third parties not under Pharmacare Hawaii, Inc. control may be available through the Website. These links are provided for your convenience of reference only. Such links are not and shall not be deemed to be Pharmacare Hawaii, Inc. endorsement of the organization or individual associated with the linked site. Such links do not signify any endorsement by, sponsorship by, or association with the organization or individual associated with the linked site. Pharmacare Hawaii, Inc. is not responsible for the content, quality, security, or accuracy of any materials or sites referenced or linked through this Website. You assume sole responsibility and liability for your use of such linked sites. Links to other Websites owned, operated, or maintained by Pharmacare Hawaii, Inc. may be available through the Website. your use and access of such linked sites may be subject to separate terms of use or other agreements.

You must obtain Pharmacare Hawaii, Inc. prior written consent, which shall not be unreasonably withheld, before placing, displaying, or otherwise providing any link(s) to this Website.

Disclaimer

THE WEBSITE IS provided on an “AS IS” and “AS AVAILABLE” basis. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHARMACARE HAWAII, INC. DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY, AND SYSTEM INTEGRATION. PHARMACARE HAWAII, INC. 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. Pharmacare Hawaii, Inc. does not guarantee the accuracy,

completeness, efficacy, reliability, or veracity of the Website. Pharmacare Hawaii, Inc. makes NO WARRANTY as to the security of the Website. Pharmacare Hawaii, Inc. neither warrants nor represents 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 Pharmacare Hawaii, Inc.

The Website and all Website Content are provided solely for general informational and educational purposes. Although Pharmacare Hawaii endeavors to maintain accurate and current information, the Company does not warrant that any Website Content is complete, accurate, current, or applicable to any particular individual or circumstance.

The Website is intended solely as a general informational resource and does not constitute medical advice, pharmaceutical advice, nursing advice, diagnosis, treatment recommendations, insurance advice, legal advice, or any other professional advice. Nothing contained on the Website is intended to establish a healthcare provider-patient relationship or to replace consultation with licensed healthcare professionals. Pharmacare Hawaii, Inc. makes NO representation, warranty, or guarantee as to any determination of benefits, coverage, costs or charges, authorizations, etc. 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. 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. Pharmacare Hawaii, Inc. assumes no responsibility for consequences resulting from the use of the Website.

Healthcare decisions should never be made solely on the basis of information appearing on this Website. Individual medical conditions, medication regimens, allergies, laboratory findings, insurance coverage, and clinical circumstances vary considerably and require individualized professional evaluation

No advice or information obtained by You, whether written or oral, from Pharmacare Hawaii, Inc. shall create any warranty whether express or implied.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHARMACARE HAWAII, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, PHARMACISTS, AGENTS, AFFILIATES, CONTRACTORS, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE USE OF THE WEBSITE. 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. Except where prohibited by applicable law, Pharmacare Hawaii shall not be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of profits, loss of goodwill, business interruption, or loss of data. Nothing contained in this section shall limit

liability for gross negligence, willful misconduct, fraud, or any liability that cannot lawfully be excluded under applicable law.

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 Pharmacare Hawaii, Inc. relating to either these Terms of Use or the Website, then your sole, exclusive remedy is to discontinue using the Website.

Force Majeure

Pharmacare Hawaii shall not be responsible for delays, interruptions, or failures in Website performance caused by events beyond its reasonable control, including but not limited to, natural disasters, hurricanes, earthquakes, fires, pandemics, governmental actions, labor disputes, cybersecurity incidents, ransomware attacks, telecommunications failures, internet outages, power failures, acts of war, terrorism, or civil unrest.

Indemnification

You agree to defend, indemnify, and hold harmless Pharmacare Hawaii, Inc., together with its officers, directors, pharmacists, physicians, employees, agents, contractors, affiliates, successors, and assigns from and against all claims, liabilities, damages, judgments, settlements, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to your violation of these Terms, your misuse of the Website, your violation of applicable law, your infringement of another person's intellectual property or privacy rights, or content submitted by you through the Website.

Regulatory Compliance

Pharmacare Hawaii operates as a licensed healthcare provider and pharmacy subject to applicable federal and state laws, including healthcare licensing requirements, pharmacy regulations, HIPAA, Medicare and Medicaid requirements where applicable, and other healthcare laws. Nothing contained on this Website shall be interpreted as modifying, expanding, or limiting any legal or regulatory obligations imposed upon Pharmacare Hawaii by applicable law.

Artificial Intelligence

Certain Website Content, customer service functions, educational materials, summaries, or communications may be created, supplemented, or assisted through automated technologies, including artificial intelligence ("AI").

AI-generated information may not always be complete, accurate, or appropriate for your individual circumstances and should not be relied upon as a substitute for consultation with qualified healthcare professionals.

Pharmacare Hawaii reserves the right to utilize automated technologies to improve Website functionality, customer service, and operational efficiency while complying with applicable privacy and healthcare laws.

Suspension or Termination of Website Access

Pharmacare Hawaii reserves the right, in its reasonable discretion and without prior notice, to suspend, restrict, or terminate access to all or any portion of the Website if it reasonably believes that these Terms have been violated, continued access presents a cybersecurity risk, maintenance or operational issues require temporary suspension, continued access threatens the security or integrity of the Website or such action is required by applicable law or governmental directive.

Termination of Website access shall not affect any rights or obligations accrued prior to termination, including provisions relating to intellectual property, limitation of liability, indemnification, dispute resolution, or any provisions that by their nature are intended to survive termination.

Governing Law and Venue

These Terms of Use, and any dispute arising out of or relating to the Website or these Terms of Use, shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict-of-laws principles.

Any legal action arising out of or relating to these Terms of Use shall be brought exclusively in the state or federal courts located in the City and County of Honolulu, State of Hawaii, and each party irrevocably submits to the personal jurisdiction of those courts.

Nothing contained herein shall preclude Pharmacare Hawaii from seeking temporary restraining orders, preliminary injunctions, or other equitable relief in any court having appropriate jurisdiction to protect its intellectual property, confidential information, or Website security.

Severability

If any provision of these Terms of Use is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. To the extent permitted by law, any invalid provision shall be construed and enforced to the maximum extent permitted so as to most closely reflect its original intent.

Waiver

No waiver by Pharmacare Hawaii of any breach or default shall constitute a waiver of any preceding, subsequent, or other breach. Any waiver must be in writing and signed by an authorized representative of Pharmacare Hawaii.

Entire Agreement

These Terms of Use, together with the Privacy Policy and any additional terms applicable to specific services offered through the Website, constitute the entire agreement between you and Pharmacare Hawaii regarding your use of the Website and supersede all prior or contemporaneous communications relating to such use. Nothing contained in these Terms of Use modifies or supersedes any separate written agreement between you and Pharmacare

Hawaii governing healthcare services, prescription services, patient care, or other contractual relationships.

Contact Information

Questions regarding these Terms of Use may be directed to:

Pharmacare Hawaii, Inc.
3375 Koapaka Street, Suite G320
Honolulu, Hawaii 96819
Telephone: (808) 836-0223
Email: info@pharmacarehawaii.com
Website: www.pharmacarehawaii.com