**Terms of Service**

Welcome to givebackRx.

These Terms of Service (the “Terms”) govern your access to and use of the givebackRx website ([www.givebackRx.com](http://www.givebackRx.com)) and any related mobile applications and other services we provide (collectively, the “Services”) operated by Giveback Enterprises LLC (“givebackRx”), whether accessed via computer, mobile device or otherwise, including any content, functionality, features and applications (collectively, “Materials”) offered on or through the Services to you. You may visit or use our Services as a guest or as a registered user (together, “Users”).

If you are using our Services in a manner covered by the Health Insurance Portability and Accountability Act (“HIPAA”), please refer to our HIPAA Notice of Privacy Practices, which describes how we use and disclose your protected health information (“PHI”), our legal duties with respect to your PHI, your rights with respect to your PHI and how you may exercise them. In the event of any conflict between these Terms and our HIPAA Notice of Privacy Practices in connection with HIPAA-covered services, our HIPAA Notice of Privacy Practices will prevail. Consistent with HIPAA, we may at times request your consent to use your PHI for certain purposes.

*Please see Sections 11-14 below regarding restrictions on your legal rights in any dispute involving our Services.*

1. The Services

GivebackRx provides our Users with opportunities to save money on prescriptions, with a portion of their purchase being donated as giveback awards to selected charities through our Charity Giveback Donation Program (“CGDP”). Through our Services, Users can search for the best prescription drug prices from local pharmacies within our network. Users then receive a coupon for the selected pharmacy and discounted price that can be used at the time of purchase at the pharmacy. For those with a specific charity noted on the coupon we make a donation to that charity. Those coupons without a specific charity designated will still generate giveback awards that will be dispersed by givebackRx to one or more charity in its discretion near the end of each calendar year. Please note that some of our Services (such as selecting a specific charity) may only be available to registered users, or may only be available to certain tiers of registered users (e.g., Gold membership). We may charge a fee for certain tiers of registered users. More information about our Services is provided on our website.

1. Agreement

Please read these Terms and our Privacy Policy carefully before you start to use our Services. By using the Services, you agree to be bound and abide by our posted Terms and Privacy Policy. If you do not agree to both the Terms and our Privacy Policy, or if you violate them in any way, your right to access or use the Services is terminated.We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms at any time, and by using the Services after the posting of a modification, you accept the modification. By using the Services, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the eligibility requirements in these Terms.

1. Your Responsibilities

You are responsible for any activity that occurs through your account (if you are a registered user) and you agree you will not sell, transfer, license or assign your account, user credentials, or any account rights. With the exception of individuals, businesses or charities that are expressly authorized to create accounts on behalf of organizations or other individuals, we prohibit the creation of and you agree that you will not create an account for anyone other than yourself, and you may only use the Services for personal, non-commercial purposes. All information you provide or provided to us upon registration and at all other times must be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. You are responsible for keeping your password for the Services (if any) secret and secure. You are solely responsible for your interaction with other users of the Services, whether online or offline. You agree that we are not responsible or liable for the conduct of any user or other third party. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users.

1. Prohibited Actions

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (h) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Services. Except as expressly provided herein, we and our third party licensors reserve all rights with respect to the Services, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; or (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any “junk mail,” “chain letter,” “spam” or any other similar solicitation. You may not access or use the Services by means of any automated program, expert system, electronic agent or “bot,” and shall not give any other person or entity unauthorized access to the Services. You are prohibited from “scraping,” copying, republishing, licensing, or selling the data or information on the Services if you do so for commercial purposes.

1. Your Information

Personal information collected by us in connection with the Services will be maintained in accordance with our posted Privacy Policy, which is incorporated by reference into these Terms.

You hereby grant us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties the information that you provide to us through the Services, subject to our Privacy Policy. We do not accept unsolicited materials or ideas, and take no responsibility for any materials or ideas so transmitted. If you choose to send us content, information, ideas, suggestions, or other materials, you agree that (subject to our Privacy Policy) we are free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you, excluding donations we make on your behalf as described above for our Charity Giveback Donation Program.

1. Reporting Copyright Infringement and Other Violations with respect to the Services

We respect the intellectual property rights of others, and we prohibit organizations we partner with and users of our Services from submitting, uploading, posting or otherwise transmitting in connection with the Services any materials that violate another person’s intellectual property rights or these Terms. Please direct any allegations of infringement or other violations concerning the Services to us via the contact information provided at the end of these Terms.

1. Our Intellectual Property Rights

We grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use the Services for lawful purposes in accordance with these Terms and our Privacy Policy. The Services contain Materials owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein, none of the Materials may be copied, distributed, displayed, downloaded, or transmitted in any form or by any means without the prior written permission of givebackRx or the third party owner. Unauthorized use of any Materials provided by the Services may violate copyright laws, patent laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. If you believe that any of the Materials infringe on any of your intellectual property rights, please contact us immediately via the contact information provided below. Except as expressly provided herein, givebackRx and the third parties reserve all rights with respect to the Services and Materials, and may pursue legal recourse in the event of any violations, as well as terminate accounts of any user who has infringed any intellectual property or proprietary rights.

Trademarks and service marks that may be referred to in the Services are the property of givebackRx or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The givebackRx name and logo(s) may not be used in any way, including in advertising or publicity pertaining to distribution of materials in the Services, without prior written permission. You are not authorized to use our logo as a hyperlink to the Services unless you obtain our written permission in advance, although we permit you to use certain designated features of the Services (such as social media integrations) to use our logo as a hyperlink for designated purposes.

1. Materials

We may update the content in our Services and Materials from time to time, but it will not necessarily be complete or up-to-date. The Services may be supported by advertising revenue and may display advertisements and promotions, and you agree that we may place such advertising and promotions through the Services. You acknowledge that we may not always identify promoted services or content, or commercial communications as such. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice.

1. Links in the Services

Although we may control some of the hyperlinks in the Services, other links within the Services may lead to third-party sites. We include these third-party links solely as a convenience to you. The presence of a link does not imply an endorsement of the linked site, its operator, or its contents, or that we are in any way affiliated with the linked site. The Services do not incorporate any materials appearing in such linked sites by reference. We reserve the right to terminate a link to a third party web site at any time. The third party sites are not controlled by GivebackRx, and may have different terms of use and privacy policies, which we encourage you to review.

1. Linking to the Services

You may link to our website homepage, charity-specific site page, or giveback partner site page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

1. Disclaimer of Warranties; Limitation of Liability.

YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL MATERIALS THEREIN ARE PROVIDED “AS IS” WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR MATERIALS OFFERED THROUGH THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIALS FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

1. Exclusions And Limitations; Consumer Protection Notice

If you are a consumer, the provisions in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. We reserve all rights, defenses and permissible limitations under the law of your state of residence. For New Jersey Residents: Notwithstanding any term herein, these Terms do not limit your rights or our obligations under any applicable statute or law, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence.

1. Indemnification

You agree to indemnify us and hold us harmless from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys’ fees, resulting, whether directly or indirectly, from your violation of these Terms. You also agree to indemnify us and hold us harmless from and against any and all claims brought by third parties arising out of your use of the Services.

1. Governing Law; Arbitration and Class Action Waiver

THE LAWS OF THE STATE OF NEW YORK WILL GOVERN THESE TERMS, THE PRIVACY POLICY AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED BELOW, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF NEW YORK CITY, NEW YORK IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON.

Excluding claims for injunctive or other equitable relief, for claims related to the Services, any dispute or controversy arising out of or relating to these Terms, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall take place in New York City, New York or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by JAMS. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

TO THE EXTENT PERMITTED UNDER THE APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding.

1. Services Controlled from United States

Our Services are operated from the United States with support staff from global locations. While our primary data centers are in the United States, we may transfer personal information or other information to our support staff outside of the United States. In addition, we may employ other companies and individuals to perform functions on our behalf. If we disclose personal information to a third party or to support staff outside of the United States, we will seek assurances that any information we may provide to them is safeguarded adequately and in accordance with this Privacy Policy and the requirements of applicable privacy laws. We make no representation that the Services or Materials are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

1. Entire Agreement; Severability

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms, together with our posted Privacy Policy, constitute the complete and exclusive statement of the agreement between you and givebackRx and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and givebackRx as a result of these Terms or your use of the Services.

1. Contacting Us

If you have any questions, concerns or comments about our Services or these Terms, please contact us at: [support@](mailto:support@email.givebackrx.com)givebackrx.com, (855) 769-6337, or via mail at givebackRx, c/o National Coordination Center, 1155 15th Street NW, Suite 720, Washington, DC 20005.

These Terms were last updated September 1,, 2020.