

## **MNG HEALTH Website Terms and Conditions**

Thank you for visiting the MNG Health website located at [www.mnghealth.com](http://www.mnghealth.com) (the "Site"). The Site is owned and operated by Meta Pharmaceutical Services, LLC, d.b.a. MNG Direct and MNG Health™, a Delaware limited liability company with its principal place of business located at 3220 Tillman Drive, Suite 500, Bensalem, PA 19020 (collectively "MNG Health," "we," "our" or "us"). Each end-user visitor to the Site ("user," "you" or "your") agrees to the MNG Health Website Terms and Conditions ("Terms and Conditions"), in their entirety, when she/he: (a) accesses or uses the Site; (b) accesses and/or views any of the text, video and/or other information pertaining to MNG Health's various product and/or service offerings (the "Content"); (c) accesses links to MNG Health's social media pages/accounts on third party social media websites, such as Facebook® and LinkedIn® (collectively, "Social Media Pages"); and/or (d) utilizes the various contact forms ("Forms") and/or contact information made available on the Site as a means to contact directly, or request to be contacted by, MNG Health (collectively, the "Contact Services," and together with the Site, Content and Social Media Pages, the "Site Offerings").

The following Terms and Conditions are inclusive of the MNG Health Privacy Policy ("Privacy Policy") and any and all other applicable operating rules, policies and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the "Agreement"). By using and/or accessing the Site Offerings, users agree to comply with and be bound by the Agreement in its entirety. **PLEASE REVIEW THE TERMS OF THE AGREEMENT CAREFULLY. IF A USER DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, THAT USER IS NOT AUTHORIZED TO USE THE SITE OFFERINGS IN ANY MANNER OR FORM.**

**THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.**

*Facebook® is a registered trademark of Facebook, Inc. ("Facebook"). LinkedIn® is a registered trademark of LinkedIn Corporation ("LinkedIn"). Please be advised that MNG Health is not in any way affiliated with Facebook or LinkedIn, and the Site Offerings are not endorsed, administered or sponsored by Facebook or LinkedIn.*

**1. Scope; Modification of Agreement.** The Agreement constitutes the entire and only agreement between users and MNG Health with respect to users' use of the Site Offerings, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. MNG Health may amend the Agreement from time to time in its sole discretion, without specific notice to users; *provided, however*, that any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and users should review the Agreement prior to using any Site Offerings. By a user's continued use of the Site Offerings, that user hereby agrees to comply with all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, which shall be governed by the Dispute Resolution Provisions then in effect at the time of the subject dispute).

**2. Requirements; Termination of Access to the Site Offerings.** The Site Offerings are available only to individuals who can enter into legally binding contracts under applicable law. The Site Offerings are not intended for use by individuals under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their jurisdiction). If a user is under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in her/his jurisdiction) and/or if that user is unable to enter into legally binding contracts under applicable law, that user does not have permission to use and/or access the Site Offerings. MNG Health may terminate a user's access to the Site Offerings at any time and for any reason, in its sole discretion. Such reasons may include, without limitation, where MNG Health believes that such user is: (a) in any way in breach of the Agreement; and/or (b) engaged in any improper conduct in connection with the Site Offerings.

**3. Contact Services.** Where a user attempts to utilize the Contact Services, that user may be required to submit, and MNG Health may collect, some or all of the following information: (a) the user's email address; (b)

the user's full name; and (c) any other information collected via the Contact Services form (collectively, "User Data"). Each user agrees to provide true, accurate, current and complete User Data. MNG Health's use of User Data shall be governed by the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

**4. Content; Third Party Links.** The Site contains Content which includes, but is not limited to, text, video and other information pertaining to MNG Health's proprietary products and/or services. **The Content is offered for informational purposes only and is at all times subject to the disclaimers contained herein, and on the Site.**

**5. Social Media Pages.** The Site contains links to the various MNG Health Social Media Pages. The Social Media Pages are hosted and made available on third party websites ("Social Media Websites") by third party entities. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites' applicable agreements, terms and conditions. You understand and agree that MNG Health shall not be liable to you, any other User or any third party for any claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.

**6. Representations and Warranties.** Each user hereby represents and warrants to MNG Health as follows: (a) the Agreement constitutes such user's legal, valid and binding obligation which is fully enforceable against such user in accordance with its terms; and (b) such user understands and agrees that such user has independently evaluated the desirability of utilizing the Site Offerings and that such user has not relied on any representation and/or warranty other than those set forth in the Agreement.

**7. Indemnification.** Each user agrees to indemnify, defend and hold MNG Health, its members, officers, directors, employees, agents and attorneys, harmless from and against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and/or expenses (including reasonable attorneys' fees, court costs and/or settlement costs) arising from and/or related to: (a) any dispute between that user and any third party; (b) user's breach of the Agreement and/or any representation or warranty contained herein; and/or (c) user's improper and/or unauthorized use of the Site Offerings in any manner whatsoever. The provisions of this Section 7 are for the benefit of MNG Health, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**8. License Grant.** Each user is granted a non-exclusive, non-transferable, revocable and limited license to access and use the Site Offerings. MNG Health may terminate this license at any time for any reason. Unless otherwise expressly authorized by MNG Health, users may only use the Site Offerings for their own personal, non-commercial use. No part of the Site Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. No user or other third party may use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the Site Offerings except as expressly permitted by MNG Health. No user or other third party may use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Site Offerings, or any portion thereof. No user or other third party may create any "derivative works" by altering any aspect of the Site Offerings. No user or other third party may use the Site Offerings in conjunction with any other third-party content. No user or other third party may exploit any aspect of the Site Offerings for any commercial purposes not expressly permitted by MNG Health. Each user further agrees to indemnify and hold MNG Health harmless for that user's failure to comply with this Section 8. MNG Health reserves any rights not explicitly granted in the Agreement.

**9. Proprietary Rights.** The Site Offerings, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to same, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by any user or other third party of any part of the Site Offerings is strictly prohibited. No user or other third party acquires ownership rights in or to any content, document, software, services or other materials viewed by or through the Site Offerings. The posting of information or material by and through the Site Offerings does not constitute a waiver of any right in or to such information and/or materials.

**10. Legal Warning.** Any attempt by any individual to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Site Offerings is a violation of criminal and civil law and MNG

Health will diligently pursue any and all remedies against any offending individual or entity to the fullest extent permissible by law and in equity.

**11. Disclaimer of Warranties.** THE SITE OFFERINGS AND ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME ARE PROVIDED TO USERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, MNG HEALTH MAKES NO WARRANTY THAT THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME: (A) WILL MEET ANY USER'S REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; (D) WILL ENABLE ANY USER TO OBTAIN MNG HEALTH PRODUCTS AND/OR SERVICES; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. MNG HEALTH WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE SITE OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM MNG HEALTH OR OTHERWISE THROUGH OR FROM THE SITE OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

**12. Limitation of Liability.** EACH USER EXPRESSLY UNDERSTANDS AND AGREES THAT MNG HEALTH SHALL NOT BE LIABLE TO THAT USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MNG HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR INABILITY TO USE THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH THE SITE OFFERINGS; (C) ANY DISPUTE BETWEEN ANY USERS AND/OR OTHER THIRD PARTIES; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER DATA; (E) THE FAILURE TO OBTAIN MNG HEALTH PRODUCTS AND/OR SERVICES; AND (F) ANY OTHER MATTER RELATING TO THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. EACH USER HEREBY RELEASES MNG HEALTH FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF MNG HEALTH TO ANY USER UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE SITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME, MAY BE BROUGHT BY ANY USER OR MNG HEALTH MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.** THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN EACH USER AND MNG HEALTH. ACCESS TO THE SITE OFFERINGS WOULD NOT BE PROVIDED TO USERS WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS, SUCH AS THE STATE OF NEW JERSEY, DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS THE LIABILITY OF MNG HEALTH SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**13. Third Party Websites.** The Site Offerings contain links to other websites on the Internet that are owned and operated by third parties including, without limitation, the Social Media Websites. MNG Health does not control the information, products or services made available on, by or through these third party websites. The inclusion of any link does not imply endorsement by MNG Health of the applicable website or any association with the website's operators. Because MNG Health has no control over such websites and/or resources, each user agrees that MNG Health is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from or through any such websites or for the protection of any user's data privacy by third parties. Each user further agrees that MNG Health shall not be responsible or

liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on, by or through any such site.

**14. Editing, Deleting and Modification.** MNG Health reserves the right in its sole discretion to edit and/or delete any documents, information or Content appearing on the Site.

**15. Use of User Information.** All material submitted by users through or in association with the Site Offerings including, without limitation, the User Data, shall be subject to the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

**16. Dispute Resolution Provisions.** The Agreement shall be treated as though it were executed and performed in Bensalem, Pennsylvania, and shall be governed by and construed in accordance with the laws of the State of Pennsylvania (without regard to conflict of law principles). **Should a dispute arise concerning the Site Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association; and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be found [Here](#). We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice (“Final Settlement Offer”). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before a reputable arbitration organization as mutually agreed upon by the parties, in your county of residence, by filing a separate Demand for Arbitration, which is available [Here](#). For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys’ fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing contained herein shall be construed to preclude any party from: (i) seeking injunctive relief in order to protect its rights pending an outcome in arbitration; and/or (ii) pursuing the matter in small claims court rather than arbitration. Although we may have a right to an award of attorneys’ fees and expenses if we prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous.**

**To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against MNG Health and/or its employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney’s fees and court costs that MNG Health incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (A) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (B) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Site.**

**17. Miscellaneous.** To the extent that anything in or associated with the Site Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. MNG Health’s failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. MNG Health may assign its rights and obligations under the Agreement, in whole or in part, to any party at any time without notice to you. The Agreement, may not however, be assigned by you, and you may not delegate your duties under it. Headings are for reference purposes only, and in no way define, limit, construe or describe the scope or extent of such section.

**18. California Consumer Rights and Notices.** Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer

Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

**19. Contact Us.** If you have any questions about the Agreement, Site Offerings or the practices of MNG Health, you may email us as at: [privacy@mnghealth.com](mailto:privacy@mnghealth.com); call us at: 1.866.408.9242; or send us mail to: MNG Health, 3220 Tillman Drive, Suite 500, Bensalem, PA 19020. Revised August 1, 2018.

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