

Privacy Policy

Updated February 8, 2018

This Privacy Policy applies to MedImpact Healthcare Systems, Inc. and its affiliated entities including, but not limited to, MedImpact Direct, LLC, and 340B Holdings, LLC, each a wholly owned subsidiary (hereinafter referred to as “We,” “Our,” or “MedImpact”). By using Our Website, you are agreeing to this policy. We may update and change this policy from time to time without notice to you. You are responsible for reviewing the Terms of Use and the Privacy Policy on a regular basis to make sure you are still in agreement to comply with them. By using or accessing this Website (“Website”) and services after changes have been made to the Website and services, or the Terms of Use or Privacy Policy, you are agreeing to accept those changes. MedImpact respects the privacy of your information and We provide this explanation about Our online information practices as a show of Our commitment to protect your privacy. This Privacy Policy is hereby incorporated by reference into the User Agreement.

We have strived to design and manage Our Website to meet current industry standards of privacy and security, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act Section 13402 (HITECH Act) and implementing regulations (collectively referred to as “HIPAA Regulations”). While no website can be 100% secure, We have security measures in place to help protect against the loss, misuse and alteration of the information under Our control. Our web server uses encryption technology to ensure private and authenticated communication by encrypting all user-identifying data between two parties (user and Website). In addition, Our Websites have the added benefit of “secure site verification” for Internet users issued by GeoTrust (The Certifying Issuing Authority) that We are indeed a real company.

The Information We Collect

MedImpact collects and stores your profile in order for you to manage your account. You may be required to obtain a user ID and password before accessing various tools and information on this Website.

The registration forms on Our Website may require that you provide MedImpact with certain information including, but not limited to, your: name, telephone number, physical address, e-mail address, and other identifiers. Using your registration form, MedImpact develops a profile for you in order for you to receive optimal benefits when you are using our Website.

In addition, MedImpact automatically gathers general statistical information about Our Website and visitors, including but not limited to: IP addresses, browsers, pages viewed, number of visitors, user ID, and e-mail addresses. In doing so, however, We do not reference you by individual name, e-mail address, address, or telephone number. We use this data in the aggregate to determine how much Our Users use parts of Our Website, so that We can improve

Our Website and on an individual basis, to validate access and attempted and completed transactions. We may also provide this statistical information to third-parties.

The Way We Use Information

There are instances in which We may disclose your information you voluntarily submitted internally – as described herein – to Our agents, third-party partners, and affiliates to enable them to perform certain functions for us.

MedImpact uses your information to statistically analyze Website usage, improve Our content and product offerings, and customize Our Website’s content, layout, and services.

We may use your information to deliver information to you that, in some cases, is targeted to your interests, such as targeted banners, new services, and promotions. We may ask you to voluntarily provide MedImpact with additional information regarding your business interests, experience, or requests, which We may use to customize Our service for you.

We may use your e-mail address, mailing address, and phone number to contact you regarding administrative notices, new product offerings, and communications relevant to your use of the Website.

We may also use or disclose information to resolve disputes, investigate problems, or enforce Our User Agreement. At times, MedImpact may review status or activity of multiple users to do so. We may disclose or access information whenever We believe in good faith that the law so requires or if We otherwise consider it necessary to do so to maintain service and improve Our products and services.

MedImpact uses your IP address to help diagnose problems with Our server, manage Our Website, and enhance Our Website based on the usage pattern data We receive.

Third Party Practices

This Website contains links to other sites. MedImpact is not responsible for the privacy practices of such sites and recommends that you review the privacy and security policies of such sites should you access them.

Communications and Forums

This Website may make (as available) chat rooms, forums, message boards, and/or news groups available to you. Please remember that any information (including personal and medical information) that you reveal in MedImpact’s public forums (such as a bulletin board, posting,

chat room/event) are not protected by this Privacy Policy and that third parties not related to MedImpact may see such postings. What you have written could be used by others in ways MedImpact is unable to control or predict, including to contact you for unauthorized purposes.

You are responsible for the content and information contained in any communications you may send to this Website, including its truthfulness and accuracy. You agree that you will not upload or transmit any communications that infringes any patent, trademark, trade secret, service mark, copyright, or other proprietary rights of any party. You warrant that your communications comply with federal, local, and international laws respecting trademark, trade secret, service mark, copyright, or other proprietary rights of any party.

If you are a client, vendor, or business partner of MedImpact, you understand and agree that your employees' use of this Website is subject to any other agreements that may exist between you and MedImpact.

Also, if you access a third party site, any information you reveal on that site is not subject to this Privacy Policy. You should consult the privacy policies of each site you visit.

Children Under 14 Years of Age

MedImpact has no way of distinguishing the age of individuals who access Our Website. Therefore, We apply the same Privacy Policy for individuals of all ages.

Changes to Our Privacy Policy

Any changes to Our Privacy Policy will be communicated through this Website and will be effective 30 days after the date of such update. Information collected before changes are made will be secured according to the previous Privacy Policy.

Your Consent

By using this Website, you consent to the collection and use of this information in the manner We describe.

Dispute Resolution

You agree to use the dispute resolution procedures set forth herein with respect to any controversy or claim arising out of or relating to this Privacy Policy or its breach. Any dispute between you and MedImpact arising out of or in connection with this Privacy Policy shall be

settled by a binding arbitration in San Diego, California, in accordance with the then-current rules and procedures of Judicial Arbitration and Mediation Services, Inc. (JAMS). The arbitrator shall apply the law in accordance with the laws of the State of California. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You agree that, any provision of law notwithstanding, the arbitrator shall have the authority to award the prevailing party its costs and reasonable attorneys' fees. Any disputes between you and other users of this Website are not the responsibility of MedImpact.

If you have any questions about this Privacy Policy, the practices of this Website, or your dealings with this Website, you may contact us by e-mail at privacys@medimpact.com.

Email

If you send questions or comments to an email address listed within this website, your correspondence will be shared with a MedImpact associate in order to address your questions and concerns. We will either discard your communication or, in some cases, archive it. We will not keep your email address for secondary purposes. All information and correspondence you share with us will be handled in confidence.

Please note that by design, standard Internet email is typically not secure. For that reason, we advise against sending protected health information, personally identifiable information, or other confidential information via email.

Group "Collected Information"

We collect the following information:

- User information
- HTTP cookies

This data will be used for the following purposes:

- Completion and support of the current activity.
- Web site and system administration.
- Anonymous user analysis.
- Anonymous user profiling and decision-making.

This data will be used by ourselves and our agents.

Cookies

Cookies are a technology which can be used to provide you with tailored information from a

website. A cookie is an element of data that a website can send to your browser, which may then store it on your system. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. You may also delete a cookie manually from your hard drive through your internet browser or other programs. You can also set your browser to refuse all cookies. Because Our Website makes use of cookies, please note that some parts of this Website may not function properly or be available to you if you refuse to accept a cookie or choose to disable the acceptance of cookies.

We use cookies for the following purposes:

- Site administration
 - Completing the user's current activity
 - Pseudonym-based decision-making
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