

prescriptionbluebook.com

TERMS OF USE

READ THESE TERMS AND CONDITIONS OF USE CAREFULLY
BEFORE USING THIS SITE

Greystone Data, Inc., a South Carolina corporation (“Greystone”) will allow You (“You” or “User”) to the registered User of prescriptionbluebook.com (the “Site”), to access and use the Site Service in accordance with these Terms and Conditions of Use. Upon becoming a registered User You will be able to use the Greystone Site and Service. By accessing or using this Site You signify that You have read, understand and agree to be bound by all Terms of Use, including any terms access by a link from the Site. **IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OR ACCESS THIS SITE.**

Greystone may revise the Terms of Use at any time by posting the changes on the Site. It is the User’s responsibility to check for any changes. If You do not agree posted changes discontinue access to the Site and the use thereof. Accessing or using the Site after the effective date of changes to the Terms of Use signifies Your consent to and acceptance of the changes.

THIS SITE DOES NOT PROVIDE MEDICAL ADVICE

The information provided on the Site (the “Content”) and as output of the use of the Service (the “Results”) are for informational purposes only. The Content and Results are not intended as and should not be used as a substitute for professional medical advice, diagnosis or treatment. Neither the Content nor the Results replace the need for services and advice provided by medical professionals. Always seek the advice of your doctor before changing any prescription or over-the-counter drugs are following any treatment or regiment. Only your doctor can provide You with advice on what is safe and effective for You in Your condition. Never disregard professional medical advice or delay in seeking it because of Content on the Site or Results provided to You.

Greystone does not recommend or endorse any drugs (whether prescription or over-the-counter), tests or other products that may be mentioned on the Site or in the Results. Reliance on any information that the Site or in the Results is solely at your own risk. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for You (or any person for whom information is submitted to obtain Results.) All information about any drug provided with the drug, including but not limited to the directions for its use, the conditions in which it may be used, and the contraindications to

its use, should be reviewed for a thorough understanding of the drugs actions, uses and side effects.

REGISTRATION OBLIGATIONS

You must register in order to access the Site and access the use of the Service. In completing the registration form, You agree to provide only true, accurate and complete information. If You provide any information that is untrue, in accurate, or incomplete, Greystone has a right to suspend or terminate Your registration, which will result in termination of your right and ability to access and use the Site and Services.

ACCOUNT SECURITY

You are solely responsible for maintaining the confidentiality of your password, any use of the password to access Results and for the storage Results on your computer.

ACCESS TO AND USE OF SITE AND SERVICE

You may access and use the Service solely for the purpose of reviewing Site Content and submitting information to obtain Results. The personal information You submit using the Site is covered by Greystone privacy policy. To the extent there is an inconsistency between these Terms of Use and the Greystone privacy policy, these Terms of Use shall govern.

PROHIBITED USES

You agree that You will not:

1. Use the Service if You are under 13 years of age. If You are under 18, who use the Service only with the assistance of a parent or guardian.

2. Upload, transmit, post or otherwise make available through the Site or the Service: (1) any private information of a third-party unless such third-party if a spouse or child, and such spouse or such child is over the age of consent has authorized You to do so; (2) any message which is harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful or racially, ethnically or otherwise objectionable; or (3) any message which restricts or inhibits any other person from using or enjoying the Site, or which may expose Greystone to those using the Site or Service to any harm or liability of any type.

3. Violate any local, state or national law through, or as part of your use of the Site the Service.

4. Use any device, software or routine to get a beer or attempt to interfere with the proper working of the Site or Service.

5. Allow transmission into the Site or Service of any harmful code which shall include but not be limited to any virus, worm, Trojan horse, spoof, timebomb, trapdoor or other code that may halt, modify or otherwise interfere with the operation or use of the Site or Service, or which may be further transmitted to other Users of the Site.

6. Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of Site.

7. Reproduce, license or sell, rent, lease or otherwise exploit for any commercial purposes, any access to or use of the Service (or any portion of it.)

8. Use the Service in any manner other than as expressly authorized in this Agreement.

MODIFICATIONS AND LIMITATIONS

Greystone reserves the right to any time to modify the Site and the Service any time, including but not limited to providing new or different versions, updates, patches and bug fixes. Greystone may discontinue, temporary or permanently, the Service or any part of it, with or without notice. Greystone may establish limits concerning use the Site, including but not limited to the frequency with which You access the Service and the length of time Results remain available.

LINKS

The Site or Results may provide links to third-party web sites. Greystone has no control over these Sites is not responsible for their availability, does not endorse them, is not responsible or liable for any content, goods or services available through those Sites.

OWNERSHIP AND RESTRICTIONS

You agree the Site (including without limitation all software, screens, the database structure, all interfaces and applications) are copyrighted under the laws of the United States, other countries and international treaty provisions, as well as containing trade secrets. You may not copy, modify or translate any part of the Site all the same or any other medium.

The rights granted to You herein not constitute a transfer or sale of any of Greystone's ownership rights. Greystone retains all rights, title and interest in and to all proprietary rights in the relating to the Site and the Service including, without limitation all Greystone, copyright, trade secret or other similar rights in the Greystone Content, software, screens, the database structure and all interfaces and applications therein.

TERMINATION

You have the right to terminate or cancel your registration at any time. You understand and agree that the cancellation of registration is your sole right remedy with respect to any dispute You have with Greystone. This includes, but is not limited to, any dispute related to or arising out of:

1. Any term of these Terms of Use or Greystone's enforcement or application of them.
2. Any policy or practice of Greystone, including the privacy policy, or patents enforcement or application of these policies.
3. The Content available for the Service.
4. Your ability to access and use the Site or the Service.

Greystone may terminate your registration at any time and may discard any Results without notice if Greystone believes that You have violated or acted inconsistently with these Terms of Use. Greystone will not be liable to You or any third-party for termination of Your registration. Further, You agree that You will not attempt to access the Site or use the Services after such termination.

The following provisions survive the termination for any reason whatsoever: ownership and restrictions, termination, Indemnification, limitation of liability, resolution, and general information.

INDEMNIFICATION

You will indemnify and hold Greystone, and its affiliates, officers, agents and employees harmless from any costs, losses, liabilities, obligations, Claims, suits for damages, including reasonable attorney's fees and expenses, incurred in investigating, defending or appealing, directly or indirectly arising out of or related to (1) any Claim or demand made by any third party due to or arising out of Your use of the Site, or (2) the Services or your breach of these Terms of Use.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SITE AND SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. GREYSTONE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT RELATED TO THE SERVICE. ANY INFORMATION, RESULTS OR OTHER DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE WITH THE SERVICES DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSS THAT RESULT FROM YOUR USE OF THE SERVICE OR THE RESULTS. NO ADVICE OR INFORMATION, WHETHER VERBAL OR WRITTEN, OBTAINED BY YOU FROM GREYSTONE THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE. SOME JURISDICTIONS MAY NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

DRUG INFORMATION

Without limiting the foregoing, Greystone specifically does not make any representation or warranty with respect to the satisfaction of any government regulations require disclosure of information on prescription drug products.

Limitation of liability

YOU AGREE THAT YOU ASSUME ALL RISK ASSOCIATED WITH ANY ACTIONS YOU TAKE IN RESPONSE TO, OR UNDER THE ADVICE OF, THE RESULTS MADE AVAILABLE THROUGH THIS SERVICE. YOU AGREE THAT GREYSTONE WILL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF GREYSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) RESULTING FROM YOUR USE OF THE SITE, SERVICE OR THE RESULTS. UNDER NO CIRCUMSTANCES WILL GREYSTONE’S LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, SERVICE OR RESULTS INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE EXCEED \$25.00. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. WITHOUT IN ANY WAY LIMITING THE FOREGOING, GREYSTONE SPECIFICALLY LIMITS THE FOLLOWING LIABILITY:

PERSONAL INJURY

Greystone is not liable for any personal injury, including death, caused by Your use or misuse of the Site, Services or Results. You understand that Greystone does not make any representation or warranty or otherwise any way guarantee any Results are valid, correct, accurate, reliable, or timely. GREYSTONE SHALL NOT BE LIABLE OR ASSUME ANY RESPONSIBILITY FOR ANY ASPECT OF HEALTHCARE ADMINISTERED WITH THE AID OF THE RESULTS, INCLUDING BUT NOT LIMITED TO, DRUG INFORMATION WHICH MAY BE AVAILABLE THE SITE OR INCLUDED IN THE RESULTS.

USE THE RESULTS AT YOUR OWN RISK.

Greystone is not, and will not be, responsible for any loss or damages of any kind that may result from Your use of incorrect Results made available through the Service; the use of the Site, the Service and Results is entirely at Your own risk.

TRANSMISSION AND STORAGE OF DATA

When using the Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of Greystone and its suppliers. Accordingly, Greystone assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site or the Service. You understand that Greystone and all other persons involved in the operation of the Site and creation of Results will transmit, monitor, retrieve, store, and use information You submit in connection with the Services. Greystone cannot and does not assume any responsibility or liability for any information You submit, or Your or third parties' use or misuse of information transmitted or received using the Site and the Service.

Greystone has the responsibility or liability for (1) content that is deleted or otherwise destroyed; (2) failure to store content; and (3) any modification, suspension or discontinuance of the Site or Service.

LINKS

Greystone will not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods or services available through Sites link to this Site.

DISPUTE RESOLUTION

You agree to resolve any Claim or controversy, at law or in equity, that arises out of these Terms of Use, the Services, the Results or use of the Site (a "Claim") in accordance with the terms of this section. The Terms of Use which form a contract between You and Greystone will be governed by the laws of the State of South Carolina, without regard to its conflict or choice of law provisions. You agree that any Claim You bring against Greystone will be brought within one (1) year after the Claim or cause of action arose or be forever barred.

Except as provided below, any Claim will be settled by binding to file arbitration by one arbitrator in accordance with the commercial arbitration rules of the American arbitration Association. You agree that the arbitration will be conducted in Spartanburg County South Carolina and judgment on the arbitration award may be entered by any court having jurisdiction. Any such Claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any Claim or controversy of any other person.

Notwithstanding the foregoing, Greystone may bring a Claim against You in a court of competent jurisdiction located in Spartanburg County, South Carolina to obtain an injunction or damages relating to infringement of Greystone's intellectual property or abuse of the Service. You consent to jurisdiction and venue of such courts with respect to any such Claim.

GENERAL INFORMATION

Greystone may provide notices to You pursuant to this Agreement through e-mail, regular mail or by displaying conspicuous notices or links to notices on the Site. This Agreement constitutes the entire Agreement between You and Greystone and governs your use of the Service, superseding any prior Agreements between You and Greystone. You also may be subject to additional terms conditions that may apply when You use other Greystone products or services. The failure of Greystone to exercise or enforce any right or provision of this Agreement will not constitute a waiver of the right or provision. If any provision of this Agreement is found to be invalid, the other provisions of this Agreement will remain in full force and effect.