

ONLINE TERMS OF USE

Terms of Use

Please read this agreement carefully and completely before using this site. By using this site and the links accessible through this site, you expressly agree to be bound by this agreement. These terms, conditions, and policies apply solely to the use of CVS.com, including cvshealthresources.com, and do not extend to any affiliated sites or links to third parties. The information and resources contained on and accessible through this site are made available by CVS and its suppliers and vendors, subject to your agreement to the terms and conditions below.

You should periodically review these terms, conditions, and policies for any updates or changes. Your continued use of this site shall constitute notice and acceptance of any such changes.

About our Health Content

Our health content describes general principles of health care that should not in any event be construed as specific instructions for individual patients. This material is not intended as a guide to self-medication or as a substitute for proper medical advice, diagnosis, or treatment. It is for reference only and should not be used to determine treatment for specific medical conditions--only a health care provider can do that. The site and its health related information and resources are not intended and must not be take as the rendering of medical, nursing, or professional health care advice or services, or the practice of medicine, nursing, or professional health care in any jurisdiction. You should discuss the information provided with a physician, pharmacist, nurse, or other licensed health care professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, drug, herb, vitamin, or supplement discussed on this site.

You understand and agree that neither CVS Caremark nor its suppliers or vendors are responsible for any claim, loss, or damage directly or indirectly resulting from your use of this site or the information resources contained on or accessible through this site.

Proper treatment of health conditions depends upon a number of factors, including, but not limited to, your medical history, diet, lifestyle, and medication regimen. Your health care provider can best assess and address your individual health care needs. You should consult with your health care provider before starting a new diet, fitness, or supplement regimen. If you are experiencing a medical crisis, please call 911 or contact your local emergency assistance service immediately.

Information and statements about dietary supplements have not been evaluated by the US Food and Drug Administration and are not intended to diagnose, treat, cure, mitigate, or prevent

any disease or health condition. CVS Caremark and CVS.com do not necessarily endorse manufacturers' or others' claims about the efficacy of these products. We specifically disclaim any guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular purpose. No information conveyed by CVS.com or CVS Caremark either orally or in writing shall create such a warranty.

About the Site

Content is provided on the CVS.com site on an "As is" and "As available" basis. Although CVS.com reserves the right to correct any errors, omissions, or inaccuracies, we do not accept any responsibility for the accuracy, reliability, currency, or completeness of any information, content, service, or merchandise presented herein (even typographical or imaging errors), including the substance, accuracy, or sufficiency of any product information listed on the Web site. Further, we do not represent that the Web site will operate without interruption or error, nor do we provide any assurances of the availability or usability of the online shopping services.

CVS.com does not accept any liability for the consequences arising from the application, use, or misuse of any information contained on CVS.com, including any injury and/or damage to any person or property as a matter of product liability, negligence, or otherwise.

In no event shall CVS Caremark or CVS.com be liable for any incidental, consequential, punitive, or special damages, direct or indirect. Any liability on the part of CVS Caremark and/or CVS.com shall not exceed the fees paid by the user for the particular information or service provided. CVS.com is not liable for the unauthorized use of our content by any other Web sites.

CVS.com further disclaims any responsibility for the accuracy, reliability, currency, availability, or completeness of content or information found on any sites that link to or from CVS.com by third parties not associated with us, including the weekly circular ads available online. CVS.com also does not accept any responsibility for technical failures or for unauthorized access of user transmissions by third parties.

Your access and use of these and any other Internet sites, including the information, services, products, materials, and any other resources contained on them, is solely at your own risk.

CVS Caremark and its suppliers and vendors will attempt to keep the information and resources accessible through this site timely and accurate, but make no guarantees, and disclaim any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose.

Disclaimer of Warranty

CVS Caremark and its suppliers and vendors disclaim all express or implied representations or warranties regarding the information, services, products, materials, and any other resources available on or accessible through this site, including (without limitation) any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. All such information, services, products, materials, and other resources are made available "as is" and "as available" without warranty of any kind.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CVS CAREMARK OR ITS SUPPLIERS OR VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THIS SITE, WITH THE DELAY OR INABILITY TO USE THIS SITE, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THIS SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CVS Caremark and its suppliers or vendors do not guarantee the sequence, accuracy, or completeness of any information or content on this or any other Internet sites and shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

WITH RESPECT TO PRODUCTS, GOODS, OR SERVICES PURCHASED THROUGH CVS CAREMARK?S SUPPLIERS' AND VENDORS' SITES, IN NO EVENT SHALL CVS CAREMARK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge and agree that the limitations set forth above are fundamental elements of this agreement and the site would not be provided to you absent such limitations.

Indemnification

You agree to indemnify, defend, and hold harmless CVS Caremark and its suppliers and vendors from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to your violation of this agreement.

Changes to Site

CVS Caremark and its suppliers and vendors may change or modify the information, services, products, materials, and any other resources contained on or accessible through this site, or discontinue this site altogether, at any time without notice.

CVS Caremark may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. Accordingly, you agree to review this agreement periodically, and your continued use of this site shall be deemed your acceptance of the modified agreement.

Your Obligations

You agree to use this site only for lawful purposes. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy this site will not be tolerated, including by means of hacking or defacing any portion of this site, or by engaging in spamming, flooding, or other disruptive activities. You are strictly prohibited from communicating on or through this site any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. We reserve the right to terminate or suspend your access to and use of this site, or parts of this site, without notice, if we believe, in our sole discretion, that it is in violation of any applicable law or it is harmful to our interests or the interests, including intellectual property or other rights, of another user or other third party partners, affiliates, sponsors, providers, licensors, or merchants.

With respect to Your Account, you agree to provide true, accurate, current, and complete information about yourself. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and refuse any and all current and future use of this site. Because any termination of your access to the site may be effected without prior notice, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or this site. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to your account or this site.

When you create an account, you will be asked to supply a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access this site using your account or User ID.

To learn more about how we protect the privacy of the personal information in your account, please visit our Privacy Policy. When participating in sweepstakes or contests offered on our site, you are urged to review the official rules and regulations governing those promotions. All Materials submitted as part of a contest will be governed by contest rules published with the contest.

These terms, conditions, and policies are effective until terminated by either party. If you no longer agree to be bound by these terms and conditions, you must cease your use of this site. Your use of this site is at your sole risk. If you are dissatisfied with this site, its content, or any of these terms, conditions, and policies, your sole and exclusive legal remedy is to discontinue using this site.

Trademark and Copyright Notice

All the content on this site is subject to trademark, service mark, copyright, and/or other intellectual property rights held by CVS Caremark and its vendors. All title and full intellectual property rights protected by US or international copyright laws are reserved for any materials downloaded or otherwise received from this site. Any trademark or copyright notices may not be deleted or altered in any way. Trademarks and copyrights may not be used in connection with any third party products or services.

CVS Caremark grants you a license that is non exclusive, non-transferable, with a limited right to access, use and display this Site and the informational materials (Materials) contained in the Site. You agree not to interrupt or attempt to interrupt the operation of the Site in any way.

Except as provided above or as permitted by the fair use privilege under US copyright laws (17 U.S.C. Section 107), the user may not upload, post, reproduce, or distribute in any way content protected by copyright, or other proprietary right, without obtaining express permission of the owner of the copyright or other proprietary right. No title, rights, or interests in any downloaded materials from this site are afforded you as a result of such downloading for personal, noncommercial use. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

Proprietary Rights

CVS Caremark owns all the content on this Web site, including text, graphics, legends, customized graphics, original photographs, data, images, music, audio and video clips, typefaces, titles, button icons, logos, designs, words or phrases, page headers, and software as well as the design, coordination, arrangement, enhancement, and presentation of this material.

As stated above, content provided and transmitted on this Web site may be used for personal, informational, and noncommercial shopping purposes only, provided that there are no specific restrictions displayed prohibiting such use. Copying, publishing, broadcasting, re-broadcasting, webcasting, transmitting, modifying, deleting, augmenting, distributing, downloading, storing, reproducing, sublicensing, adapting, creating derivative works of this content, or posting this content or selected portions of this content in any manner on any network computer, broadcast media, or other technologies existing now or hereinafter developed for unauthorized publication or commercial use without the prior written consent of CVS Caremark is strictly prohibited. You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any commercial purposes any portion of this site, use of this site, or access to this site, or to collect any information about site visitors or registered users of this site.

You hereby agree to indemnify and hold us, and our subsidiaries, affiliates, officers, directors, agents, co-branders, partners, and employees harmless from any claim or demand, including

reasonable attorney's fees, made by any third party due to or arising out of your use of the content on this site, or any content you submit, post, or transmit through this site, your use of this site, your connection to this site, your violation of these Terms of Use, or your violation of any rights of another. For additional information, please see About the Site.

You agree that you will not send, upload or transmit any communication, content or Material of any type to the email address listed on the ?Contact Us? link or otherwise to CVS Caremark that infringes or violates any rights of any party or violates these Terms of Use. Any user submitting or otherwise exchanging communications, content or Material, including, without limitation, any personal or commercial information, idea, concept or invention, irrevocably grants to CVS Caremark an unrestricted, worldwide, royalty-free license to use, reproduce, display publicly, perform, publish, transmit and distribute such Materials and you further agree that CVS Caremark is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to CVS Caremark.

Electronic Communications

When you send emails to us, you are communicating with us electronically and consent to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Links to Other Sites

This site may contain links to sites owned or operated by independent third parties. These links are provided for your convenience and reference only. We do not control such sites and, therefore, we are not responsible for any content posted on these sites. Be aware that CVS Caremark does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on these or any other Internet sites. We reserve the right to terminate such links at any time. The fact that we offer such links should not be construed in any way as an endorsement, authorization, or sponsorship of that site or its content. Because some sites employ automated search results or otherwise link you to sites containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third party sites, including the weekly circular ads available online, and you hereby irrevocably waive any claim against us with respect to such sites.

General Information

In addition to the rights and privileges described in the terms, conditions, and policies outlined above, we further reserve the right to elect to electronically monitor areas of our site and may disclose any content, records, or electronic communication of any kind if required to do so by any law, regulation, or government request, if such disclosure is necessary or appropriate to operate the site, or to protect our rights or property, or the rights of the users, partners, affiliates, sponsors, providers, licensors, or merchants. If alerted to allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such content from this site.

Quality customer service is our top priority. References to or descriptions or images of products or services on this site should not be interpreted as endorsements of such products or services. Resale of products or services purchased in connection with this site is specifically prohibited. We reserve the right to refuse to sell products to you if it reasonably appears to us that you intend to resell said products. Verification of information may be required prior to our acceptance of any order. We further reserve the right to limit quantities of items purchased by each customer. Price, quantity, availability of any product or service, and shipping methods and shipping rates are subject to change without notice. Certain nonprescription order and/or product returns may incur a restocking fee. In general, offers on this site are good only while supplies last. Sweepstakes, giveaways, specials, sales, and other promotions offered at CVS.com may not be available in stores. Likewise, sales and specials offered in-store might not be reflected online.

We control this site from our corporate offices within the United States of America. By accessing and using this site you agree that such access and use is subject to the terms, conditions, and policies outlined above as well as applicable laws, as governed and interpreted pursuant to the laws of the state of Rhode Island. Our failure to insist upon strict performance of any provision of these terms, conditions, and policies shall not be construed as an implicit waiver of any provision or right.

If any part of this agreement is ruled to be unenforceable, then such part shall be severed, with the remainder of the agreement remaining in full force and effect. These terms, conditions, and policies constitute the entire agreement between you and CVS.com governing your use of this site. As stated above, your use of this site is also subject to our Privacy Policy.

CVS Caremark Corporation

1 CVS Drive

Woonsocket, R.I. 02895

1 (888) 607-4287