Terms and Conditions for FlashReturns.com

Last Updated December 31, 2019

Introduction

By accessing or using the website FlashReturns.com (the "Site") offered, owned and operated by Flash Returns, LLC, an Ohio limited liability company ("Flash" , "we", "our" or "us") you agree that your use of any of the services offered by Flash (the "Services") whether on the Site or otherwise, including all related content, and all information you provide in connection thereto, is governed by these Terms and Conditions (the "Agreement").

Please read and review this Agreement fully and carefully. This Agreement contains very important information regarding your rights and obligations, including limitations and exclusions that might apply to you. This Agreement sets forth legal binding terms and conditions between you and Flash, and governs your use of the Site and our Services. If you do not accept and agree to be bound by the Agreement, you are not authorized to access or otherwise use the Site or our Services.

By registering for and creating an account on our Site, you also agree to execute and be bound by the Pharmaceutical Services Agreement ("PSA") in effect at the time of your registration, and you agree that Flash may amend the PSA at any time in its sole discretion.

From time to time, we in our sole discretion may update, modify or change this Agreement. We will post notice on the Site any time the Agreement or terms therein have been changed, modified or otherwise updated and we will require you to agree to the terms before continuing to use the Site. Your continued use of the Site and/or our Services affirms your agreement to be bound by the terms of Agreement and any amendments thereto.

Eligibility

The Site is offered and available to users who are licensed pharmacies, wholesalers or manufacturers of prescription drugs, medical devices, OTC products or sundries ("Suppliers"). By using the Site and any of Flash's Services, you agree and represent on behalf of the Supplier in whose name the registration is made that you are legally able to enter into this Agreement and that the Supplier is appropriately licensed by all applicable jurisdictions and agencies, including but not limited to the Supplier's home state, the DEA, the FDA and the EPA.

Flash's Services

Flash is licensed reverse distributor located in Cincinnati, Ohio. Flash accepts expired or soon-to-expire pharmaceuticals or other pharmacy-related products from pharmacies and attempts to secure credit for those products in accordance with any applicable returned goods policy, or assist in the ultimate destruction of those products. The way in which Flash determines the estimated value of the products we receive from our customers, and the way in which Flash is compensated for our services, are set forth in the PSA and pricing documents available on the Site. By using the Site, you represent and warrant that you have read and understand the PSA and agree, on behalf of the Supplier in whose name the registration is made, to be bound by it.

Becoming a Registered User and Use of the Site

1. Access Only Granted to Registered Users

All users of the Site must be registered. To become a registered user of the Site, you must: be able to form legally binding contracts; agree to accept the terms and conditions of this Agreement and the PSA; be a currently licensed pharmaceutical wholesaler, manufacturer, or pharmacy, as applicable, that has not previously been suspended from the Site or had its registration cancelled.

You may not use the Site without first registering. To become a registered user, you must provide the following information about the Supplier in whose name the registration will be made: the Supplier's full legal name, address, phone number, an active email address, and copies of applicable home state licenses. In addition, you must complete Flash's standard application and sign the PSA and consent to this Agreement.

2. Creating a User Account

As part of the registration process and as a precondition of using the Site, Flash requires all users to establish a user account. It is a condition of your use of the Site that any information you provide to us is correct, current and complete. When establishing your account, users will be asked to create a unique user name and password. This user name and password is unique to each user of the Site and it is the user's sole responsibility to maintain its confidentiality. Users may never access the Site via the account, user name or password of someone else; doing so is a violation of this Agreement and may result in the suspension or termination of your registration.

You agree to immediately notify Flash of any unauthorized use of your account or any other breach of security of which you become aware. Flash will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Flash or another party arising from the unauthorized use of your account or password.

Flash has the right to disable any user account, user name, password or other identifier at any time in our sole discretion for any or no reason, including if we have reason to believe that you have violated any provision of this Agreement or the PSA.

Users may not use or access the Site for the purpose of conducting illegal activity, for any unlawful purpose or in an unlawful manner. All users shall comply with all applicable local, state, and federal laws, statutes and regulations regarding the use of the Site and the reverse distribution of prescription drugs. Users shall not to use or permit anyone else to use information provided or derived from the Site for any unlawful or unauthorized purpose. This includes a responsibility for pharmacies to comply with all state, DEA, FDA, OIG, CMS, 340b, NIOSH hazardous drug policies when using the site or transferring products to Flash LLC for destruction or credit.

Users of the Site may not engage in the distribution of promotional material and/or contact with other Site users. The contact information of licensed pharmacies using the Site and our Services is provided to Suppliers for the sole purpose of allowing Flash to perform the Services, and is not intended to be used by the Supplier for any other purpose.

Packing and Shipping Guidelines

Follow the below guidelines to help get your expired pharmaceuticals to us undamaged.

- All bottle caps should be securely fastened.
- All liquids must be in plastic bags to prevent leakage.
- All glass bottles must be in plastic bags with bubble wrap or cushioning.
- Ensure all used or open needles are packaged properly.
- **Do not send controlled substances to Flash Returns.** Our facility cannot receive them. Contact our sales team for guidance on disposal options.

Violations

Flash reserves the right to investigate complaints and violations of this Agreement or the PSA. Users of the Site agree to cooperate fully with any investigation.

If you breach this Agreement, are unwilling to cooperate with our investigation of a complaint or suspected violation, provide information that is false or misleading, that we cannot verify, or if we believe your conduct may subject you, other users of the Site, or us to legal liability, Flash may take any action its deems appropriate in its sole discretion including without limitation issuing warnings, suspensions, or terminations of Services, denial of access, refusing to accept a return, adjusting credit or payment, or taking necessary legal action. Further, users of the Site agree that Flash may report any activity that is suspected of violating any law or regulation to the appropriate law enforcement officials, regulators, agencies, or other relevant parties.

User Representations and Warranties

1. Flash is not responsible for typographical, pricing, product information, advertising, or shipping/delivery errors. All trademarks and registered trademarks relating to the products and services available on the Site are the

sole property of their respective owners. Should any user of the Site at any time deliver invalid, fraudulent, incomplete, or misrepresented products, Flash Returns LLC reserves the right to cancel the order and hold the user liable for any all charges incurred to satisfy the situation.

2. Users represent and warrant that any information provided through our Site to us or other users of our Site is not: false, inaccurate, misleading, obscene or defamatory; does not involve the sale of sample products or illegally obtained products; does not infringe any third party's intellectual property rights, or other protectable rights; does not violate any law, statute, regulation or ordinance; and does not contain any viruses or programming that is intended to damage, mine, collect, interfere with, intercept or expropriate any system, data or personal information.

3. As a user of the Site, you warrant that you will comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the Site. All wholesalers and manufacturers represent and warrant that they are licensed wholesalers or manufacturers and that their use of this Site is in full compliance with all applicable laws and regulations. All pharmacies represent and warrant that they are licensed pharmacies and that their use of the Site is in full compliance with all applicable laws and regulations.

4. Indemnity: Users of the Site agree to indemnify and hold Flash and any of its parent companies, subsidiaries, affiliates, officers, directors, attorneys, agents, and employees, harmless from and against any claim or demand and all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred as a result of any claim by any party that involves, relates to or concerns any of the user's actions or omissions on the Site, including but not limited to a breach this Agreement or the PSA, or a violation of any law or regulation or the rights of a third party.

Disclaimers of Warranties and Limitations of Liability

1. No Warranty. Except for the express warranties stated in this Agreement, Flash provides the Site and the Services on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind. Flash makes no warranty with respect to its software, any prescription drugs or other products, the Services, or with respect to any user accessing and using the Site. Flash expressly disclaims all such warranties, whether express, statutory, or implied including without limitation any warranties of merchantability, title, non- infringement of third party rights or for a particular use or purpose. This warranty disclaimer affects your legal rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow exclusions of implied warranties or how long implied warranties can last, so the above exclusion may not apply to all users. While Flash strives to keep the Site and Services safe, secure and functioning properly, Flash cannot guarantee the continuous operation of or access to the Site or Services. Flash does not warrant that the Site or the Services will meet your requirements or that the operation of the Site or the Services will be uninterrupted or error free. Flash reserves the right at any time with or without notice, to modify or discontinue, temporarily or permanently, the Site, the Services or any part thereof.

2. Waiver of Consequential Damages; Limitation of Liability. To the fullest extent permitted by applicable law, Flash and its parent companies, subsidiaries, and affiliates, and their officers, directors, agents and employees are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, lost data or other intangible losses or any special, indirect, or consequential damages regardless of the foreseeability of those damages) resulting or arising out of directly or indirectly from or in connection with:

a. Your use of or your inability to use our Site or Services;
b. The amount that you receive for a pharmaceutical return, regardless of whether it is equal to or less than the applicable Estimated Return Value we provide;
c. Delays or disruptions in our Site or Services;
d. Viruses or other malicious software obtained by accessing or linking to our Site or Services;
e. Glitches, bugs, errors, or inaccuracies of any kind in our Site or Services;
f. Damage to your hardware device from the use of our Site or any Service;
g. The content, actions, or inactions of third parties, including items listed using our Site and

Services;

h. A suspension or other action taken with respect to your account or breach of this Agreement;

i. Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this Agreement or our policies; or

j. Any other materials or services provided to you by Flash.

This limitation of liability shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

3. Bargained for Allocation of Risk. You acknowledge and agree that the foregoing disclaimers and limitations of liability represent bargained for allocations of risk, and that the pricing, services, and other terms and conditions we provide reflect such allocation of risk.

4. Third Party Content. This Site may link to other sites operated by third parties, may run advertisements and promotions from third parties or may otherwise provide information about or links to third-party organizations, products, or services on the Site. You should review the applicable terms and conditions, including privacy and data gathering practices,of any site to which you navigate from our Site.

a). No Liability for Third Party Content. Flash us not responsible for the content or accuracy of any off-site pages or any other sites linked to our Site. Linking to any other off-site pages or other sites is at your own risk and subject to the terms and conditions of use of those sites. Flash Returns LLC does not control such web sites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so state. You acknowledge and agree that Flash is not responsible for and is not liable for the content, products, services or other materials on or available from such web sites. Flash accepts no liability for any information, products, advertisements, content, services or software accessible through these third-party web sites for any action you may take as a result of linking to any such web site. Flash is under no obligation to maintain any link on its Site and may remove a link at any time in its sole discretion for any reason whatsoever. Flash shall not be liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other material available on or through any such web site. Flash is not responsible for the privacy practices of any other web sites.

b). Tax Indemnity. You agree that Flash is not responsible in any manner or way for the accuracy or suitability of any payment of any taxes to any entity on your behalf. You shall indemnify and hold Flash and its parent companies, subsidiaries, affiliates, officers, directors, attorneys, agents, and employees, harmless against any claim or demand and all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by us that arise out of any claim asserted by a third party or government agency that involves, relates to or concerns (i) any federal, state or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or (ii) any dispute concerning the tax status of Flash.

Copyright and Trademark, Ownership of Data and Services

1. Unless explicitly stated, you agree that any patents, trademarks, trade names, service marks, copyrights, confidential trade secrets or processes, and any other intellectual property associated with the Site and our Services are and shall remain the sole property of Flash, and that nothing in this Agreement confers any ownership or license rights in or to Flash's intellectual property.

2. Users grant Flash a license to use the materials posted to the Site, including but not limited to data and pricing information. By posting, downloading, performing, transmitting, accessing, distributing information, or otherwise interacting with the Site and/or Services, you are granting Flash and its parent companies, affiliates, officers, directors, employees, consultants, agents, and representatives a right to copy, distribute, transmit, publicly display and/or perform, reproduce, edit, translate, reformat and compile any materials posted by or gathered in connection with your access and use of the Site. Flash will not compensate users for this information and content, and Flash shall have a right to use this information and content to benefit users and/or Flash. You agree that Flash may publish or otherwise disclose your name in connection with your user content. By posting

content to the Site, you warrant and represent that you own the rights to the content or are otherwise authorized to post, distribute, display, perform, transmit, disseminate, or otherwise distribute content you post.

Arbitration of Disputes

You expressly agree that any claim or controversy arising out of or relating to this Agreement or the breach thereof (including any use of the Site and/or our Services), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in Cincinnati, Ohio before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any such proceeding, the Arbitrator shall have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages.

General Terms that Affect Rights under this Agreement

a) Relationship between Flash and Users of this Site and/or Services. Flash and Users of the Site or Services are independent contractors, and no agency, partnership, joint venture, employer-employee relationship, or franchisor-franchisee relationship is intended or created by this Agreement.

b) Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio, without regard to governing conflicts of laws provisions thereof.

c) Severability. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

d) Modifications. Flash may amend this Agreement at any time by posting the amended terms on the Site. Our right to amend this Agreement includes the right to modify, add to, or remove terms in this Agreement. We will provide notice by posting the amended terms. Your continued access or use of the Site and Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the modified Agreement through an electronic click-through. This Agreement may not otherwise be amended except through mutual agreement expressed in writing signed by you and an authorized representative of Flash.

e) Miscellaneous. Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this Agreement. Such account is owned and controlled by the business entity.

This Agreement, the PSA, the Privacy Policy, and our Pricing Terms and Conditions set forth the entire understanding and agreement between you and Flash and supersede all prior understandings and agreements of the parties.

BY USING AND/OR ACCESSING THE SITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.