



Terms and Conditions

By using any feature at Kananrx.com, you consent to the following terms and conditions and acknowledge that Kanan Pharmacy is relying on your consent in allowing you to use Kananrx.com.

Kanan Pharmacy reserves the right at its discretion to change these terms and conditions from time to time. Your continued use of www.kananrx.com after the posting of any amended terms and conditions shall constitute your agreement to be bound by any such changes. Kanan Pharmacy may modify, suspend, discontinue or restrict the use of any portion of Kananrx.com, including the availability of any portion of the content at any time, without notice or liability.

Delivery/Home Service Terms

Pharmacy services are provided by Pharmacy Care Network, dba **Kanan Pharmacy and Medical Supplies**. Services include prescription medication, bubble packing and delivery services, and other non-prescription products all of which are herein known as Pharmacy Services. By agreeing to these service terms and conditions, you accept responsibility for all costs of said pharmacy services provided for the client named when entering your credit card information.

Kanan Pharmacy will make an attempt to identify the client's prescription insurance coverage and bill for pharmacy services to such insurance coverage that you or the facility provides. It is understood that neither bubble packing nor delivery fees are covered by insurance companies. Furthermore, Kanan Pharmacy is not responsible for and cannot obtain prior authorization for such services from the insurance company as this is the responsibility of the physician who is prescribing such services. Kanan Pharmacy and Medical Supplies is neither responsible for obtaining correct prescription insurance coverage nor obligated to retroactively bill for such services to the insurance company if such insurance is not initially provided.

By providing credit card information, you agree to have Kanan Pharmacy charge said card for pharmacy services which may include copays and non-covered medication, delivery and bubble packing services, non-prescription medications, all of which is requested by the facility and/or treating physicians.

It is understood that Kanan Pharmacy may divide the delivery charges between patients for that specific day's delivery to the same facility. In any case, a minimum of \$5 will be charged per patient for delivery but may be more depending on the number of patients receiving a delivery that day. Kanan Pharmacy reserves the right to change the minimum delivery fee without notice.

Kanan Pharmacy may charge the credit card below for pharmacy services each day the services are provided. If an e-mail address is entered, Kanan Pharmacy will attempt to send an e-mail notification receipt for the amount of said charges.

It is understood that once a delivery is accepted, California Pharmacy law prohibits Kanan Pharmacy from accepting the return of prescription medication for credit. In addition, Kanan Pharmacy will not accept the return for credit of any orthopedic products, bathroom equipment or other over the counter products deemed unsalable.

License

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Use of Kananrx.com

The use of Kananrx.com is intended for lawful purposes only. By accessing Kananrx.com, you specifically agree not to do any of the following: (i) upload to or transmit on Kananrx.com any defamatory, indecent, obscene, harassing, excessively violent or otherwise objectionable material, or any material that is, or may be, protected by copyright or other intellectual property rights, without permission from the copyright owner; (ii) use Kananrx.com or its Contents in violation of applicable law or the legal rights (including the rights of publicity and privacy) of others; (iii) intercept or attempt to intercept electronic mail not intended for you; (iv) misrepresent an affiliation with any person or organization; (v) restrict or inhibit other subscribers' use of Kananrx.com; (vi) upload or otherwise transmit files that contain a virus or otherwise corrupted data; (vii) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over Kananrx.com or that you have a contractual obligation to keep confidential or (viii) take any other action that is detrimental to Kananrx.com or that is inconsistent with Kanan Pharmacy intellectual property rights in Kananrx.com and the Content set forth therein.

Registration to Kanan Pharmacy

Certain areas of Kananrx.com may be accessible only to registered users. To be a registered user, you may need the username and password entered by you under kananrx.com or may be provided to you by kananrx.com. You acknowledge that the use of username and password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your access information, (2) not allowing another person to use your access information, (3) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing Kanan Pharmacy in writing of any need to deactivate an username due to security or other concerns. Kanan Pharmacy is not liable for any harm related to the theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use Kananrx.com using your username or password. You shall immediately notify Kanan Pharmacy of any unauthorized use of your username or password and any breach of confidentiality. Until Kanan Pharmacy receives this notification from you, you will be held liable for any harm ensuing from the use of your username on Kananrx.com.

Submissions to Kananrx.com

If any user of Kananrx.com makes any submission (such as questions, comments, resume, or suggestions) to Kanan Pharmacy, whether oral, written or electronic, no confidential relationship shall be established between the user and Kanan Pharmacy. The user's submission, and any information submitted with it, shall be considered non-confidential and shall be considered the sole and exclusive property of Kanan Pharmacy. Kanan Pharmacy shall have no obligation of any kind (such as compensation) with respect to the submission or any materials that accompany it. Kanan Pharmacy shall be free to use or transmit to others any ideas, concepts, or techniques contained in the user's submission and accompanying materials for any purpose whatsoever, including, but not limited to, research, development, manufacture, use or sale of any products or services incorporating or relying on such information.

Not Intended for Use by Minors

Kananrx.com is not intended for, nor do we believe it is appealing to, children under the age of 18. We will not knowingly collect information from Kananrx.com visitors in this age group.

Disclaimer

All information on Kananrx.com is for your educational and informational purposes. It is not intended as a substitute for a consultation with your physician, or other applicable clinician, and should not be used to diagnose or treat a health problem without consulting your physician. The risks and benefits of any particular drug or treatment should be considered with your physician or other applicable clinician. You should consult with your physician to assist you in evaluating the appropriateness of the information provided to you by Kanan Pharmacy and its licensed pharmacists and any medications you are taking in the context of your situation and circumstances and with due consideration to new developments. If you are experiencing a medical crisis, please call 911 or contact your local emergency assistance service immediately. In no event shall Kanan Pharmacy be liable for any decision made or action taken in reliance on the information contained on this site nor shall you directly or indirectly make any claim against Kanan Pharmacy or its affiliates with respect thereto.

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Present or Future Employment with Kanan Pharmacy

Should you become employed with Kanan Pharmacy, none of the information or materials on Kananrx.com shall constitute or be considered part of an employment contract or an employee manual or handbook. Nothing stated or represented on Kananrx.com shall affect the employment relationship between Kanan Pharmacy and its current, former, or future employees.

Links

Kananrx.com contain links to other Web sites not operated by Kanan Pharmacy. These links are provided as a convenience and do not constitute an affiliation with, endorsement or sponsorship of the third parties that operate those Web sites. Kanan Pharmacy is not responsible for the availability or reliability of the content of these third party Web sites. Any information you provide to those third parties is not subject to the terms of this privacy policy, and Kanan Pharmacy is not responsible for the treatment of the information you provide to those third parties. We recommend that you review the privacy policy of that third party, and of any third party to whom you provide personally identifiable information online.

Contacts

If you have any questions or comments about Kananrx.com, please contact Kanan Pharmacy or write to Kanan Pharmacy at:
Kanan Pharmacy Internet Services
5847 Kanan Road
Agoura Hills, CA 91301

Personal Information

A user's personal information is treated in accordance with Kananrx.com's HIPAA Privacy Statement

NOTICE OF PRIVACY PRACTICES

By providing your credit card, if the patient, you acknowledge receiving of this Notice of Privacy Practices. in THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Kanan Pharmacy is required to maintain the privacy of Protected Health Information (“PHI”) and to provide individuals with notice of our legal duties and privacy practices with respect to PHI. PHI is information that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. This Notice of Privacy Practices (“Notice”) describes how we may use and disclose PHI to carry out treatment, payment or health care operations and for other specified purposes that are permitted or required by law. The Notice also describes your rights with respect to PHI about you.

Kanan Pharmacy is required to follow the terms of this Notice. We will not sell your name and address or other identifying information for any purpose. We will not use or disclose PHI about you without your written authorization, except as described in this Notice. We reserve the right to change our practices and this Notice and to make the new Notice effective for all PHI we maintain. Upon request, we will provide any revised Notice to you.

Your Health Information Rights

You have the following rights with respect to PHI about you:

Obtain a paper copy of the Notice upon request. You may request a copy of the Notice at any time. Even if you have agreed to receive the Notice electronically, you are still entitled to a paper copy. You may obtain a paper copy at Kanan Pharmacy or by calling Kanan Pharmacy at 1-818-889-3070.

Request a restriction on certain uses and disclosures of PHI.

You have the right to request additional restrictions on our use or disclosure of PHI about you for treatment, payment, health care operations, communication with individuals involved in your care or by our Business Associates by submitting a written request for the restriction. You may submit your request in person at Kanan Pharmacy or by mail to the attention of our Privacy Office at Kanan Pharmacy Privacy Office, 5847 Kanan Road, Agoura Hills, CA 91301. We are not required to agree to those restrictions.

Inspect and obtain a copy of PHI. You have the right to access and copy PHI about you contained in a designated record set for as long as we maintain the PHI. The designated record set usually will include prescription and billing records. To inspect or copy PHI about you, you must send a written request. You may submit your request in person at Kanan Pharmacy or by mail to the attention of our Privacy Office at Kanan Pharmacy Privacy Office, 5847 Kanan Road, Agoura Hills, CA 91301. We may charge you a fee for the costs of copying, mailing and supplies that are necessary to fulfill your request. We may deny your request to inspect and copy in certain limited circumstances. If you are denied access to PHI about you, you may request that the denial be reviewed.

Request an amendment of PHI. If you believe that PHI we maintain about you is incomplete or incorrect, you may request that we amend it. You may request an amendment for as long as we maintain the PHI. To request an amendment, you must send a written request to the attention of our Privacy Office at Kanan Pharmacy Privacy Office, 5847 Kanan Road, Agoura Hills, CA 91301. You must include a reason that supports your request. In certain cases, we may deny your request for amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with the decision and we may give a rebuttal to your statement.

Receive an accounting of disclosures of PHI. You have the right to receive an accounting of the disclosures we have made of PHI about you after April 14, 2003 for most purposes other than treatment, payment, or health care operations. The accounting will exclude certain disclosures, such as disclosures made directly to you, disclosures you authorize, disclosures to friends or family members involved in your care, and disclosures for notification purposes. The right to receive an accounting is subject to certain other exceptions, restrictions, and limitations. To request an accounting, you must submit a request in writing to the attention of our Privacy Office at Kanan Pharmacy Privacy Office, 5847 Kanan Road, Agoura Hills, CA 91301. Your request must specify the time period, but may not be longer than six years. The first accounting you request within a 12-month period will be provided free of charge, but you may be charged for the cost of providing any additional accountings in the same 12 month period. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time.

Request communications of PHI by alternative means or at alternative locations. For instance, you may request that we contact you about medical matters only in writing or at a different residence or post office box. To request confidential communication of PHI about you by an alternative means or at an alternative location, you must submit a request in writing. You may submit your request in person at Kanan Pharmacy or by mail to the attention of our Privacy Office at Kanan Pharmacy Privacy Office, 5847 Kanan Road, Agoura Hills, CA 91301. Your request must state how or where you would like to be contacted. We will accommodate all reasonable requests.

Examples of How We May Use and Disclose PHI

The following are descriptions and examples of ways we use and disclose PHI:

We will use PHI for treatment. Examples: Information obtained by the pharmacist will be used to dispense prescription medications to you. We will document in your record information related to the medications dispensed to you and services provided to you. Kanan Pharmacy may provide disease management programs, such as diabetes education, osteoporosis screenings and influenza vaccinations. Our pharmacists and/or business associates may collect information about you in order to provide these services and monitor your progress within the program. We may also share this information with your physician as needed to coordinate your care.

We will use PHI for payment. Example: We will contact your insurer, pharmacy benefit manager, or other third party including an individual acting as a responsible party to determine whether it will pay for your prescription and the amount of your copayment. We will bill you or a third-party payor for the cost of prescription medications dispensed to you. We may submit a pricing request to the administrator of certain prescription discount card programs to verify the price of your prescription. The information on or accompanying the bill may include information that identifies you, as well as the prescriptions you are taking.

We will use PHI for health care operations. Examples: Kanan Pharmacy may use information in your health record to monitor the performance of the pharmacists providing treatment to you. This information will be used in an effort to continually improve the quality and effectiveness of the health care and service we provide. Also, in the rare event that the pharmacy is sold, we may transfer patient records to the purchaser. We are likely to use or disclose PHI for the following purposes:

Page 2 of 2

Central Fill prescriptions: Some prescriptions may be filled by a central fill pharmacy, which may or may not be owned by Kanan Pharmacy, and returned to Kanan Pharmacy for your pick-up. The central fill pharmacy is located at a different location than Kanan Pharmacy. Kanan Pharmacy will provide information required to fill your prescription to our central fill pharmacy.

Health-related communications: Kanan Pharmacy provide a special customer care service to its customers. Under this program, we may contact you, consistent with applicable law, to provide refill reminders or information about treatment alternatives (including the availability of clinical trials) or other health-related benefits and services that may be of interest to you. If you do not wish to participate in this special care service, you may notify us of this fact at any time in writing, by telephone or in person at one of our stores.

Communication with individuals involved in your care or payment for your care: Health professionals such as our pharmacists and their staff, may, consistent with applicable law, disclose to a family member, other relative, close personal friend or any person you identify, PHI relevant to that person's involvement in your care or payment related to your care if your pharmacist in his or her professional judgment determines that it is in your best interests.

Business associates: There are some services provided by us through contracts with business associates. Examples include the electronic transmission of prescription claims to insurers and pharmacy benefit managers, creation of paper billings for services that cannot be electronically transmitted, and payment reconciliation services. We may also contract with business associates to provide data aggregation services relating to our health care operations. When these services are contracted for, we may disclose PHI about you to our business associate so that they can perform the job we have asked them to do or to bill you or your third-party payor for services rendered. To protect PHI about you, we require our business associates to appropriately safeguard the PHI.

Food and Drug Administration (FDA): We may disclose to the FDA, or persons under the jurisdiction of the FDA, PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Public health: As required by law, we may disclose PHI about you to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

Health oversight activities: We may disclose PHI about you to an oversight agency for activities authorized by law. These oversight activities include audits, investigations, and inspections, as necessary for our licensure and for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Worker's compensation: We may disclose PHI about you as authorized by and as necessary to comply with laws relating to worker's compensation or similar programs established by law.

Law enforcement: We may disclose PHI about you for law enforcement purposes to a law enforcement official as required by law, court order, warrant, or administrative request.

Judicial and administrative proceedings: If you are involved in a lawsuit or dispute, we may disclose PHI about you in response to a court or administrative order.

As required by law: We must disclose PHI about you when required to do so by law. We are permitted to use or disclose PHI about you for the following purposes:

Research: We may disclose PHI about you to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your information.

Coroners, medical examiners, and funeral directors: We may release PHI about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person, determine the cause of death or other duties as authorized by law. We may also disclose PHI to funeral directors, consistent with applicable law, to carry out their duties.

Organ or tissue procurement organizations: Consistent with applicable law, we may disclose PHI about you to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

Correctional institution: If you are or become an inmate of a correctional institution, we may disclose PHI to the institution or its agents when necessary for your health or the health and safety of others.

To avert a serious threat to health or safety: We may use and disclose PHI about you when we believe in good faith that disclosure is necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person and the disclosure is to a person reasonably able to prevent the threat. We may disclose your PHI for a medical emergency when we are unable to obtain your consent or authorization due to your condition or the nature of the medical emergency

Victims of abuse, neglect, or domestic violence: We may disclose PHI about you to a government authority, such as a social service or protective services agency, if we reasonably believe, in our professional judgment, you are a victim of abuse, neglect, or domestic violence. We will only disclose this type of information (1) to the extent required by law, (2) if you agree to the disclosure, or (3) if the disclosure is allowed by law and we believe it is necessary to prevent serious harm to you or someone else or the law enforcement or public official that is to receive the report represents that it is necessary and will not be used against you.

Military and veterans: If you are a member of the armed forces, we may release PHI about you as required by military command authorities. We may also release PHI about foreign military personnel to the appropriate military authority.

National security and intelligence activities: We may release PHI about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Protective services for the President and others: We may disclose PHI about you to authorized federal official so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.

Other Uses and Disclosures of PHI

Kanan Pharmacy will obtain your written authorization before using or disclosing PHI about you for purposes other than those provided for above or as otherwise permitted or required by law. You may revoke an authorization in writing at any time. Upon receipt of the written revocation, we will stop using or disclosing PHI about you, except to the extent that we have already taken action in reliance on the authorization.

Arbitration

Any controversy or claim, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or the breach thereof, shall be settled by arbitration in accordance with the code of arbitration then in effect with an arbitration forum mutually agreeable by Client and Summit, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Client understands that this Agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws. Arbitration is final and binding on the parties.

Miscellaneous Provisions

- a. The Agreement shall be governed by the laws of the State of California.
- b. The Agreement shall inure to the benefit of any successor of Summit and shall be binding upon the successors and assigns of Client. Notwithstanding, Summit shall not assign this Agreement without the written consent of Client.
- c. This Agreement shall not become effective until acceptance by Summit as evidenced by the signature of an authorized representative below. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and an authorized representative of Summit.
- d. The parties hereto acknowledge and agree that this Agreement alone constitutes the final written expression of the parties with respect to all matters contained herein, and the parties further acknowledge and agree that there are no prior or contemporaneous Agreements different or distinct from those contained herein, and all such prior and contemporaneous Agreements, if any, are merged herein, and this Agreement alone constitutes the final understanding between the parties.

Jurisdiction

Kananrx.com is operated as a service to the clients and members of Kanan Pharmacy in the United States of America and its territories and should be used only by residents of the United States of America. These terms and conditions will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. If any of these terms and conditions is determined to be void, unlawful, or unenforceable, the validity and enforceability of the remaining terms and conditions shall not thereby be affected or impaired.

For More Information or to Report a Problem

If you have questions or would like additional information about Kanan Pharmacy's privacy practices, you may call Kanan Pharmacy at 1-818-889-3070 or write to the attention of our Privacy Office at Kanan Pharmacy Privacy Office, 5847 Kanan Road, Agoura Hills, CA 91301. If you believe your privacy rights have been violated, you can file a complaint with our Privacy Office or with the Secretary of Health and Human Services. There will be no retaliation for filing a complaint.