

Pixel Account Terms

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The following terms (“Terms”) govern your use of the Pixel website www.get-pixel.com and mobile app (“Services”) as an account holder. The Services are operated by Schraft’s 2.0, LLC (“Schraft’s”). By creating an account, you are agreeing to these Terms. If you disagree with these Terms after the creation of an account you may discontinue your use of the Services and terminate your account.

These Terms supplement our Privacy Policy, Notice of Privacy Practices, and terms governing the use of our websites by all users.

1. Creation of an Account

When you create an account via the Services, you will be provided a limited license to access and use the Services for your own personal, noncommercial purposes. In providing such license to you, Schraft’s relied on the information you provided during the registration process. You represent that all of the information provided by you during the registration process is accurate and complete to the best of your knowledge. You warrant that you will update your account information ensure that such information remains accurate and up-to-date.

Schraft’s may terminate your account immediately and without notice at any time upon a reasonable reason to do, including misuse of the Services, provision of inaccurate information, a potential security threat, and changes to the Services.

If you have reason to believe that your account is no longer secure, you must promptly change your password and immediately notify us of the problem by email at the following address: info@get-pixel.com. You are entirely responsible for maintaining the confidentiality of your username and password and all activities that are conducted through your account.

2. Provision of Services

You acknowledge and agree that the provision of the Services by Schraft’s requires several Schraft’s to access various information about you (as described in our Privacy Policy and Notice of Privacy Practices) and communicate with your healthcare providers and health plans. Further, you agree to receive remote pharmacy services as part of the Services, and acknowledge that remote pharmacy services are provided without an in-person consultation with a pharmacist.

The prices and availability of the Services and any products may change at any time without notice to you. Prices will be as posted on the Services as of the date and time of your order, as applicable. Availability of products and services may be limited and products may not be available for immediate delivery. Some products and services may not be available in certain areas.

3. Acceptable Use

You agree not to use the Services for any unlawful purpose. While using the services, you agree to comply with all applicable laws. You agree not to engage in any of the following:

- i. submit information pertaining to a person other than you without appropriate consent from such person;
- ii. post or disseminate on the Services or any third-party website in relation to the Services any material that is libelous, defamatory, harassing, obscene, pornographic, abusive, or deliberately offensive;
- iii. post or disseminate on the Services or on any third-party website in relation to the Website any material that infringes upon the intellectual property or privacy rights of any third party, including without limitation any content that includes a third party's unlicensed copyrighted work or that lists a third party's social security number, credit card number, or non-public e-mail or snail mail address;
- iv. post or disseminate on the Services or on any third-party website in relation to the Services any material that otherwise violates any right of any third party, including without limitation any material, non-public information about companies without the authorization to do so;
- v. send any unsolicited commercial email or in any way contribute to or facilitate the sending of such email;
- vi. harvest or collect information about users;
- vii. remove any copyright, trademark or other proprietary rights notices contained in the Services;
- viii. access or attempt to access, without authorization, any computer system involved in provision of our Services, including without limitation through use of a robot, spider, scraper, or other automatic means, or by bypassing any measure used by us to restrict access to the Services;
- ix. interfere or attempt to interfere with the operation of any website, computer, or computer system, including without limitation the Services and the computers involved in provision of the Services.

4. Intellectual Property

The Services may contain material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the "Content"). The Content may be owned by us or licensed to us by third parties. The Content is protected under both US and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content and you will not use the Content except as permitted under these Terms. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for

any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

The trademarks, service marks, and logos used and displayed on the Services may be registered and/or unregistered trademarks or service marks of ours or our licensors (collectively, the “Trademarks”). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Trademarks inures to the benefit of us or our licensors.

5. Warranty Disclaimer

The Services are provided on an “as is” and “as available” basis without any warranties of any kind, including that the website and content will operate error-free, that the website, the servers, or the content are free of computer viruses or similar contamination or destructive features.

We disclaim all warranties, including, but not limited to, warranties of title, merchantability, non-infringement of third parties’ rights, and fitness for particular purpose and any warranties arising from a course of dealing, course of performance, or usage of trade.

6. Limitation of Liability

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS, NEITHER SCHARFT’S NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR (I) INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, OR (II) DIRECT DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO \$100, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE WEBSITE. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

7. Indemnification

You agree to defend, indemnify, and hold Scharft’s and its affiliates’ officers, directors, employees, successors, licensees, agents, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of these Terms, or your use of the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this

section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

8. Changes to these Terms

These Terms are effective as of the date stated above. We may change these Terms from time to time, and will post any changes on the Services as soon as they go into effect. By using the Services after we make any such changes to these Terms, you are deemed to have accepted such changes. Please refer to these Terms on a regular basis.

9. Miscellaneous

These Terms and any arbitration or other action related thereto will be governed by the laws of the State of New Jersey without regard to its conflict of laws provisions. Except for proceedings commenced by Schraft's to protect its intellectual property or confidential information which may be brought in any court of competent jurisdiction, any disputes arising hereunder shall be resolved exclusively by state or federal courts located in the State of New Jersey.

Schraft's failure to act on or enforce any provision of the Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, these Terms constitute the entire agreement between you and Schraft's with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. These Terms will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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