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PRIVACY

Your use of the Website is governed by our Privacy Policy, which is incorporated into this EULA by reference. By using the Website, you indicate that you understand and agree to the practices described in the Privacy Policy. Our privacy policy may be accessed by clicking on the "Privacy Policy" link at the bottom of any page of the Website or by clicking here:
<https://www.equipp.org/content/equipp/EQUIPP.Privacy.pdf>.

PROTECTED HEALTH INFORMATION

In connection with your use of the Website and the EQuIPP Services, you may have access to "**Protected Health Information**", "**PHI**" or "**ePHI**" as those terms are defined under HIPAA Privacy Rules (45 C.F.R. Section 160.103). In the event you do access any PHI in connection with your use of the Website or the EQuIPP Services, you shall only utilize such PHI and shall maintain and ensure the confidentiality, privacy and security of Protected Health Information in accordance with the HIPAA Privacy Rules. You shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted, in accordance with the standards and requirements of the Privacy Rule. Each Designated User with access to protected health information via the Website hereby represents and warrants that the organization information that determines access (i.e. NPI number) provided either to PQS directly by the user, or provided on behalf of the user by a PQS customer organization, is accurate and up-to-date. In the event a Designated User is a Pharmacy or Pharmacy Representative, you shall immediately inform PQS if its organization information (i.e. NPI number) changes.

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If you think you may have a medical emergency, call your doctor or 911 immediately. PQS does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website.

CHILDREN AND INTERNATIONAL USERS

The Website is designed for adults 18 years of age or older. Users under the age of 18 are not permitted to use the Website.

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YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS WEBSITE IS TO DISCONTINUE USING THIS WEBSITE AND THE RELATED CONTENT AND SERVICES. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER

This EULA shall be governed by and interpreted in accordance with laws of the State of Delaware, without giving effect to any conflict of laws provisions.

This EULA, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of Website and the content.

If any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this EULA, and the remainder of this EULA shall continue in full force and effect.

The failure of PQS to exercise or enforce any right or provision of this EULA will not be deemed a waiver of such right or provision.