

# Terms of Use Policy

Sonexus Health, LLC and its affiliates and subsidiary companies (“Sonexus Health”, “we”, “us”, “our”) owns and operates the website <https://priorauth.cardinalhealth.com/> and all websites operated thereunder, any mobile versions, all underlying software, (or is the licensee) and any sites we have now or in the future that reference these Terms & Conditions (collectively the "Site").

Before taking advantage of the many useful services offered here, please take a minute to ensure that you understand these Terms & Conditions (“Terms”), which govern your access to and use of the Site. By accessing or using the Site (including all content and functionality), you agree to be bound by these Terms and any additional terms applicable to certain programs in which you may elect to participate. If you do not agree with any of these Terms, please do not access or use the Site. By accessing and using our Site, you also agree to the terms in our Privacy Policy, which explains what information we collect, how we gather and use the information, our policies for protecting and disclosing information, and the options you have regarding your information.

Sonexus Health reserves the right, in our sole discretion, to make updates or changes to the Site and these Terms at any time. The “Last Updated” legend indicates when these Terms were last changed. All changes are effective immediately upon posting to the Site. Continued use of the Site following the posting of revised terms will indicate your acknowledgment and agreement to be bound by the revised Terms. For this reason, we encourage you to review these Terms whenever you use our Site. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of this Site.

## 1. Electronic Contracting

By accessing and using the Site, you agree to contract electronically with Sonexus Health and agree to these Terms and our Privacy Policy. You agree that these electronic Terms combined with your act of using the services offered on our Site, have the same force and effect as your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you will not challenge the validity, enforceability, or admissibility of these Terms on the basis that it was electronically transmitted or authorized. You further acknowledge that you have had the opportunity to print this agreement.

## 2. Age Restrictions

This Site is considered to be a general audience site. Sonexus Health does not intend that any portion of the Site will be accessed or used by children under the age of 13, and such use is prohibited. If you use this Site to register an account, purchase a product from us, or enter our online surveys, sweepstakes contests, or drawings, you

affirm that you are at least 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into, and comply with, the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and our Privacy Policy. Please contact us at [dpo@cardinalhealth.com](mailto:dpo@cardinalhealth.com), if you believe your child has provided us with personal information in connection with the Site.

### **3. Intellectual Property**

All right, title, and interest in and to the Site and its content, features, and functionality, including, but not limited to, products, information, materials, text, graphics, photographs, illustrations, videos, displays, images, audio, music, button icons, data compilations, files, software, other works of authorship, and the design, selection, arrangement, and compilation thereof (collectively "Content"), and all intellectual property rights in the Site, are retained by Sonexus Health, our affiliates, our partners or our licensors, and are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries.

You may access and use our Site solely for personal, non-commercial purposes. No right, title or interest in or to the Site is transferred to you, and all rights not expressly granted are reserved by Sonexus Health. Except as expressly provided in these Terms, you are expressly prohibited from copying, selling, assigning, licensing, renting, reproducing, distributing, modifying, disassembling, decompiling, reverse engineering, creating derivative works of, publicly displaying, publicly performing, marketing, downloading, storing, transmitting, disclosing, or otherwise exploiting any part of the Site or any Content available on or through the Site without the express prior consent of Sonexus Health.

You may use information on our products and services purposely made available by Sonexus Health for downloading from the Site, provided that you (1) do not remove or alter any copyright, trademark, or other proprietary rights notice in any and all copies of Content from the Site; (2) make no modifications to any Content or copies of any Content from our Site; (3) do not use any pictures, photographs, illustrations, video or audio sequences or any graphics separately from the accompanying text; (4) not make any additional representations or warranties relating to such information; (5) otherwise access or use any part of the Site, or any Content available on or through the Site, for any purpose other than personal use and consumption.

Except as set forth in this Section 3, if you access or use, or provide any other individual with access, to any part of the Site in breach of these Terms, your right to use the Site will terminate immediately and you must, at our option, return or destroy any copies of the Content you made. Sonexus Health also reserves the right to terminate your authorization to use any services available on or through the Site and to delete any one or more of your related accounts immediately and at any time if you breach or threaten to breach these Terms.

The trademarks, logos, service marks, and product marks displayed on the Site are the registered and unregistered marks of Sonexus Health, our affiliates or related companies, our partners, or our licensors, and are protected by U.S. and international trademark laws. All other trademarks not owned by us, our affiliates or related companies, our partners or our licensors that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

## **4. Accuracy of Information**

We endeavor to provide complete, accurate, up-to-date Content on our Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. Notwithstanding our best efforts, our Site may contain typographical inaccuracies, mistakes, or omissions, some of which may relate to pricing and availability, and some Content may not be complete or current. As a result, we do not warrant, nor are we responsible for, the accuracy, reliability, completeness, or usefulness of the Content available on or through our Site. We also have made every effort to display as accurately as possible the colors, sizes, and shapes of the products that appear on our Site. However, we cannot guarantee that your computer monitor's display of any product will be accurate. Pictures, photographs, images, videos, and graphics on our Site are for illustration-purposes only.

Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by the entity providing such products or services and the provision of such products or services is not an obligation of or guaranteed by Sonexus Health unless Sonexus Health is identified as the entity providing such products or services.

The Content presented on or through our Site is made available solely for informational purposes. The Site has been designed to provide general information about Sonexus Health and health and wellness related information. The Site is not intended to provide investment or medical advice, nor does it provide instruction on the appropriate use of products produced, supplied or under development by Sonexus Health, its affiliates, related companies, or its licensors, business partners, or other companies. Any reliance you place on Content available on or through our Site is strictly at your own risk and we are not liable or responsible for any reliance place on our Site's Content. All users of the Site agree that all access and use of the Site, and any and all Content presented on the Site, is at the user's own risk.

We reserve the right to correct any errors, inaccuracies or omissions, and to discontinue, add to, modify, upgrade, or replace all aspects of the Site in our sole discretion and without notice. In particular, we reserve the right in our sole discretion to modify, supplement, discontinue, or remove any Content appearing on or transmitted through the Site. We also reserve the right to adjust prices, products and special offers at any time at our discretion.

## 5. Prohibited Uses of the Site

When using the Site, you agree not to:

- (i) Disrupt, damage, interfere with, violate the security of, or attempt to gain unauthorized access to, the Site or any computer network;
- (ii) Circumvent any technological measure implemented by Sonexus Health or any of our providers or any other third party (including another user of the Site) to protect the Site;
- (iii) Use our Site in any manner that could disable, overburden, damage, or impair our Site or interfere with any other party's use of our Site, including their ability to engage in real time activities through our Site;
- (iv) Upload, transmit, distribute, or run any computer virus, worm, Trojan horse, logic bomb, or any computer code or other material that could harm or alter a computer, portable device, computer network, communication network, data, the Site, or any other system, device or property;
- (v) Use any software robots, spiders, crawlers, or other automatic device, process or means to access our Site for any purpose, including monitoring or copying any content on our Site;
- (vi) Transmit, or cause the sending of any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation;
- (vii) Attempt, in any manner, to obtain the password, account, credentials, or other security information from any other user; or jeopardize the security of your account or anyone else's account (for example, by allowing another individual to login to the Site as you);
- (viii) Impersonate or attempt to impersonate Sonexus Health, a Sonexus Health employee, another Site user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- (ix) Use our Site in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- (x) Send, knowingly receive, upload, download, use or re-use any Content that does not comply with the standards and requirements set out in these Terms;

(xi) Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Site, or which, as determined by us, may harm us or users of our Site or expose them to liability; or

(xii) Otherwise attempt to interfere with the proper working of our Site.

## **6. User Submissions**

While we welcome your inquiries or feedback, Sonexus Health does not accept or consider unsolicited ideas, including without limitation ideas for new advertising campaigns, new products or technologies, or new product names. Please do not send any such unsolicited ideas.

Our Site may contain certain interactive features or services that allow users like you to post, upload, publish, display, transmit, or submit (this activity is referred to as "Post") comments, suggestions, feedback, ideas, materials comments, communications, information, or other content on or through the Site (collectively "User Submissions").

Any and all User Submissions will be treated as non-proprietary and non-confidential. By Posting any User Submission, you grant Sonexus Health and our business associates, and each of their and our respective licensees, successors and assigns a royalty-free, perpetual, irrevocable, world-wide, sub-licensable exclusive license to access, copy, modify, adapt, reproduce, redistribute, publish, create derivative works from, compile, arrange, display, disclose, or otherwise make use of User Submissions in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, for any purpose and in any way without due compensation to you. Sonexus Health may sublicense its rights through multiple tiers of sublicenses. Sonexus Health does not waive any right to use similar ideas previously known to us or developed by us.

If you Post a User Submission, you represent and warrant that you own or otherwise control the rights to such a User Submission and have the right to grant the license above to us and any of our business associates, any licensees, and any successors and assigns. You agree that you will not Post any User Submission of any type that infringes or violates any rights of any party or otherwise does not comply with these Terms. You may not use false identifying information or contact information, impersonate any person or entity, or otherwise mislead us as to the origin of any User Submission.

You understand and acknowledge that you are solely responsible for any User Submission you Post, and you have full responsibility for such Submission, including its legality, reliability, accuracy and appropriateness. We are not liable for the content or accuracy of any User Submission Posted by you or any other user of our Site.

## **7. Your Account**

If you use the Site, you may have the opportunity to register an account with us. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Sonexus Health is not liable for any loss or damages arising from your failure to maintain the confidentiality of your account.

You are further responsible for ensuring that all information you provide on our Site is correct, current, and complete. You agree that you will not provide any false or misleading information during the registration process.

You have no right to transfer your account to any other individuals in any manner. If you are accessing and using the Site on someone else's behalf, you represent that you have the authority to bind that person as a principal to these Terms, and you agree to accept liability for harm caused by any wrongful use of the Site resulting from such access or use.

You must notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security that you become aware of.

All information you provide if and when you register for an account on our Site is governed by our Privacy Policy, which is incorporated herein, and we may take any action with respect to your information that is consistent with our Privacy Policy. We reserve the right to refuse service or terminate accounts for any reason, in our sole discretion without prior notice.

## **8. Links to Third Party Websites**

This Site may contain links to third party websites ("Third Party Sites"). Links to other Third Party Sites are provided solely as a convenience to you. We have no control over such Third Party Sites, nor do we review, approve, monitor, endorse, or make any representations or warranties with respect to such Third Party Sites; therefore, we are not responsible or liable to you or to any party for any materials, information advertising, products, services, or other content on or available from such Third Party Sites. If you decide to access any Third Party Sites, you do this entirely at your own risk. You acknowledge and agree that Sonexus Health is not liable, either directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any such Third Party Sites.

## **9. Linking to the Site and Social Media Features**

Linking to the Site: You may link to our Site's landing page, only if you comply with the requirements for Linking to Sonexus Health's Site. LINKING TO SONEXUS HEALTH'S SITE INDICATES THAT YOU ACCEPT THESE TERMS AND THAT YOU WILL ABIDE

BY THE REQUIREMENTS BELOW. IF YOU DO NOT ACCEPT THESE TERMS AND AGREE TO ABIDE BY THESE REQUIREMENTS, DO NOT LINK TO THIS SITE.

Requirements for Linking to Sonexus Health's Site:

You may link to our Site's homepage provided that you:

- (i) Do so in a way that is fair, legal, and does not damage our reputation or take advantage of it.
- (ii) Do not establish a link in any way that suggests any form of association, approval or endorsement on our part without our express written consent.
- (iii) Do not use the Sonexus Health logo or any of Sonexus Health or its affiliate's or subsidiaries registered and unregistered trademarks and service marks without the express prior written consent.
- (iv) Do not present false, misleading or inaccurate information regarding Sonexus Health or Sonexus Health's products or services.
- (v) Do not establish a link from any website not owned by you.
- (vi) Cause our Site or any portion of it to be displayed, or appear to be displayed on any other site, for example by framing or in-line linking, or otherwise create a browser or border environment around our Site or our Content.
- (vii) Link to any part of the Site other than the landing page, for example by deep linking.
- (viii) Do not establish a link from any website containing content that could be construed as illegal, distasteful, offensive, controversial, or otherwise not suitable for all age groups.
- (ix) Otherwise take any action with respect to the Site or the Content available on or through this Site that is inconsistent with these Terms or that violates applicable laws.

Social Media Features: Our Site may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain Content on our Site; (ii) send emails or other communications with certain Content, or links to certain Content, on this Site; (iii) cause portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use the social media features available on our Site only as they are provided by us, including with respect to any Content displayed with such social media features. Your use of our social media features must also be in accordance with any additional terms and conditions we provide with respect to such features.

You are solely responsible for complying with the terms and conditions of any third party social media websites, applications, or services with which you interact and you acknowledge that any information Content that you Post on such third party social media websites, applications, or services is subject to that third party's privacy policies and other terms and conditions, over which Sonexus Health has no control, and for which Sonexus Health will in no event be liable.

You agree to cooperate with Sonexus Health in causing any unauthorized framing or linking to cease immediately. We reserve the right to withdraw linking permission without notice and we may, in our sole discretion, request that you remove any link to the Site. Upon receipt of such request, you shall immediately remove such link.

We may disable all or any social media features and any links at any time without notice in our discretion.

## **10. Indemnification**

You agree to defend, indemnify and hold Sonexus Health, its directors, officers, employees, shareholders, affiliates, subsidiaries, contractors, agents, licensors, and suppliers harmless for any liabilities, claims, actions, demands, losses, damages, settlements, or expenses (including without limitation attorneys' fees, accounting fees, and litigation expenses) made by any third party due to or arising out of or in connection with your use of the Site or breach of these Terms.

## **11. Representations and Warranties; Limitation of Liability**

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND THE CONTENT AVAILABLE ON IT OR THROUGH IT ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE" WITH ALL FAULTS AND ERRORS. SONEXUS HEALTH AND OUR AGENTS, SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DISCLAIM ALL WARRANTIES, GUARANTEES AND REPRESENTATIONS WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY IN RESPECT OF OUR SITE, INCLUDING BUT NOT LIMITED TO ANY CONTENT CONTAINED ON OR ACCESSED THROUGH THE SITE. SONEXUS HEALTH DOES NOT GUARANTEE THAT THE SITE WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER

SECURITY INTRUSION, AND SONEXUS HEALTH DISCLAIMS ANY LIABILITY RELATING THERETO.

SONEXUS HEALTH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF PRODUCTS, IF ANY OR SERVICES OFFERED, DISPLAYED, OR PURCHASED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SONEXUS HEALTH DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR PROVIDED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE SITE OR ANY HYPERLINKED WEBSITE OR SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SONEXUS HEALTH, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, CONTRACTORS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS OF EACH, BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER DAMAGES YOU OR OTHERS MAY SUFFER, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOST REVENUE, LOST PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, SERVICE INTERRUPTION, LOST DATA OR CONTENT, COMPUTER DAMAGE, COST OF SUBSTITUTE SERVICES, INABILITY TO USE THE SITE, PRIVACY LEAKAGE, OR ANY OTHER LIABILITIES OR LOSSES CAUSED BY THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON OUR SITE OR SUCH OTHER WEBSITES, ANY PRODUCTS OR SERVICES ACCESSED, VIEWED, OR OBTAINED THROUGH OUR SITE OR SUCH OTHER WEBSITES, ANY BREACH OF THESE TERMS, ANY ACT OR OMISSION BY US OR OUR PERSONNEL, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (WARRANTY, CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## **12. Disputes; Governing Law**

Sonexus Health makes no representation that materials or services at this Site are appropriate or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited. You may not use or export or re-export the materials or services at this Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. If you choose to access this Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws. You

agree that any cause of action or claim that you may have relating to this Site must be made or instituted within one year of when the cause of action or claim accrued.

You expressly agree that the Terms and any dispute, claim, action, cause of action, issue, or request for relief between you and Sonexus Health arising out of or relating to these Terms, your visit to our Site, or to products or services obtained on or through the Web Site (collectively "Disputes") will be governed by and construed in accordance with the laws of the State of Ohio, U.S.A., without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Subject to Section 13, you and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Franklin County, State of Ohio, for all Disputes that are heard in court, including any Dispute involving Sonexus Health or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

Our priority is to learn about and address any of your concerns related to the Site or the Content available on or through the Site. You agree that you will first notify Sonexus Health about any Dispute you have with us regarding these Terms, our Site, or our products or services obtained on or through the Site by contacting us at Once we receive your notice, we will try to resolve the Dispute informally by contacting you through email. If a Dispute is not resolved within 90 days after your submission, you or Sonexus Health may bring a formal proceeding as provided below.

Sonexus Health is the owner of this Site and is based in the State of Ohio in the United States. We make no claims that our Site or any of its Content, including products, programs, or services, is accessible, available or appropriate outside of the United States. Please consult your local Sonexus Health business contact for information regarding the products, programs and services that may be available to you.

Access to our Site may not be legal by certain persons or in certain countries. If you access our Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **13. Binding Arbitration**

You and Sonexus Health agree to submit all Disputes to confidential arbitration on an individual and purely bilateral, non-class/non-representative basis. Arbitration on an individual basis is the exclusive remedy for any Disputes which might otherwise be brought on a class, collective or representative basis between you and Sonexus Health.

This agreement to arbitrate will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 (the "FAA") and shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall take place

in Dublin, Ohio. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

You and Sonexus Health shall select a mutually agreeable arbitrator from the AAA. Unless otherwise precluded by law, you and Sonexus Health shall each separately pay your or its own attorneys' fees and costs. You agree that if any provision of this arbitration agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be struck from the agreement to arbitrate, and the remainder of the arbitration agreement shall remain in full force and effect consistent with applicable law. However, in the event the provisions above waiving or precluding class arbitration proceedings are found to be invalid, unenforceable, or void for any reason, the entire agreement to arbitrate shall be void.

Notwithstanding the above, if the Dispute concerns a matter for injunctive or other similar relief that is appropriate under applicable law, for instance the enforcement or validity of our, or our licensors' intellectual property rights, we may seek such injunctive or other similar relief in any state or federal court of competent jurisdiction, whether or not it is in the State of Ohio.

## **14. Limitation on Disputes**

You agree that regardless of any statute or law to the contrary, any Dispute must be filed within one (1) year after the occurrence of the event or facts giving rise to a Dispute, or you waive the right to pursue any Dispute based upon such event or facts forever.

## **15. Term and Termination**

These Terms will remain in full force and effect as long as you continue to access or use the Site. We may, with or without prior notice, terminate any of the rights granted by these Terms without cause. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.

You may also cancel your account at any time by contacting your customer service team by using the 'Contact Us' link.

## **16. Entire Agreement; No Agency; Waiver; Severability**

Entire Agreement: These Terms, together with our Privacy Policy, constitute the complete and exclusive understanding between you and Sonexus Health with respect to your use of the Site, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Sonexus Health and you regarding the Site.

No Agency: Nothing contained in these Terms creates any agency, partnership, or other form of joint enterprise between you and Sonexus Health.

Waiver: Sonexus Health's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision or of any other rights or provisions in these Terms.

Severability: If a court or tribunal should find that one or more rights or provisions set forth in these Terms are invalid, you agree that the remainder of the Terms will remain in full force and effect and that the invalid provision will be enforceable to the fullest extent permitted by law. We will amend or replace such provisions with ones that are valid and enforceable and which achieve, to the extent possible, our original objectives and intent as reflected in the original provisions.

## Contact Us

If you have any questions regarding these Terms, please contact us by email at [dpo@cardinalhealth.com](mailto:dpo@cardinalhealth.com).

Last Updated: January 31, 2022