

EXPRESS-SCRIPTS.COM TERMS OF USE

Version 4.1 Last Revised: 08/29/2016

These Terms of Use apply to all visitors who use the publicly available pages of the Express-Scripts.com website located at <http://www.Express-Scripts.com>, Registered Members or Registered Beneficiaries of the Member Website, and those users who have been granted authorized access to non-publicly available portions of the Express-Scripts.com website (individually and collectively, the "**Site**"). The Site may be accessed via the World Wide Web, via a mobile application, or through a website hosted by a third party or one of our affiliated companies. The "**Member Website**" is a member-only account portal available through the Site, a third-party site, or via mobile access which enables Registered Members and Registered Beneficiaries to access their personal account information and to use certain other services offered only to them. Individual members of an applicable prescription drug benefit plan who have submitted a completed account registration form on the Site, or who have completed the appropriate registration process from their plan sponsor's website, or who have completed the registration process via telephone with a customer service representative, or are otherwise qualified as a beneficiary under the TRICARE program are all "**Registered Members**" (or "**Registered Beneficiaries**" in the case of the TRICARE program) who will be provided access to the Member Website after completing the registration process. These Terms of Use are between a user of any portion of the Site ("**you**" or "**your**") and your plan sponsor's pharmacy benefit manager (or underwriting insurance company as applicable) or, if not applicable, Express Scripts Holding Company (in either case, "**Express Scripts**", "**we**", "**us**" or "**our**"). If you access non-publicly available portions of the Site to which you have been granted authorized access (other than the Member Website), any additional terms and conditions located on those pages will also apply and will control in the event of a conflict with these Terms of Use.

REGISTRATION AND ASSENT

Access to and use of the Site is conditioned upon your assent to these Terms of Use. You are deemed to have assented to these Terms of Use when you use any available page of the Site. You are deemed to have assented to these Terms of Use as applicable to the Member Website, when you complete the online registration processes required for Registered Members as described above and you have indicated at the end of the registration process that you accept these Terms of Use along with the Privacy Policy incorporated therein. You are deemed to have accepted these Terms of Use each time you access the Site and each time you use your login credentials to access the Member Website portion of the Site. By registering for or otherwise accessing or using the Site, you acknowledge that you have read, understand, and agree to be legally bound by these Terms of Use. These Terms of Use and the Privacy Policy are available during registration for the Member Website and on various pages of the Site.

UPDATES

From time to time, we may, in our sole discretion, modify these Terms of Use, and the Privacy Policy, indicated by a new version number and revision date. The version number includes a major number, a decimal point, and a minor number. A change to the major number reflects a significant change to the policy, while a change to the minor number reflects a less significant change to the policy. Examples of significant changes include additional provisions that reflect new Site functionality, significant modifications to existing provisions, and more significant changes to Site functionality that cause provisions to be modified, added, or removed. Examples of less significant changes include additional

provisions that clarify current Site functionality, minor modifications to existing provisions, and less significant changes to Site functionality that cause provisions to be modified, added, or removed.

We will provide you with advance notice of a major change prior to your access of any portion of the Site for which registration is required. For example, we may (i) require that you reaccept the updated version of the web policies, (ii) send you an electronic notification advising of the update to the web policies, (iii) include a notice on the Site viewable without login advising of the update to the web policies, and/or (iv) advise you of the updated web policies during a phone call. We do not ordinarily provide advance notice of a minor change.

It is important that you check these Terms of Use every time you visit the Site. Your use of the Site and/or utilization of any Site benefits after the Terms of Use have been updated (and after advance notice of certain major changes), indicates your agreement and acceptance of the updated version of the Terms of Use and the Privacy Policy, including the modifications made as of the date of your use.

USER OBLIGATIONS

You are required to comply with all applicable laws in connection with your use of the Site. As a condition of your use of the Site, you agree that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use. You agree that you will only provide information during registration and in connection with any and all other uses of the Site that is true and accurate and is not false, misleading, or otherwise an impersonation of any person or entity. Certain portions of the Site may have additional terms and conditions. When these portions are used, you agree to be further bound by the associated additional terms and conditions.

SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS

This Site may contain text, images, software (including images or files incorporated in or generated by the software or data accompanying such software), photographs, video, graphics, audio, features, data, designs, images, and other such similar content (collectively "**Site Content**"). Unless otherwise expressly identified, Site Content is owned by us or by our third-party licensors. The Site Content is protected by United States and international copyright, trademark, and other laws. You may browse the Site and download Site Content solely for your personal use, provided you keep intact all copyright and other proprietary notices. Except as expressly permitted, you may not modify, copy, reproduce, republish, upload, post, transmit, hyperlink to or from, or distribute in any way Site Content from this Site, including code and software underlying this Site, nor may you sell, transfer, or otherwise use the Site or the Site Content in commerce or for any public or commercial endeavor without our prior and express written consent. We may in our sole discretion make changes to the Site Content at any time without notice.

SMS TEXT COMMUNICATIONS

We provide support for SMS texting communications in accordance with the communication preferences that are available to you. If you opt-in to an Express Scripts text message program, you will receive informational text messages about your prescriptions that are eligible for the program. The number of text messages per month varies. To opt-in, reply YES when you receive a text message from Express Scripts from any of the following numbers listed [here](#). To opt-out from the Express Scripts text message program, you can text STOP in response to text messages from Express Scripts from your mobile phone and we will unsubscribe you from the Express Scripts text

message program and send you one message to confirm your opt-out. You will not receive additional text messages unless you opt back in. To get technical help or support, call us at 1-800-711-5672. From your mobile phone, you may request our contact information at any time by texting HELP in response to text messages from Express Scripts. **Message and Data Rates May Apply.** The Express Scripts text message program is subject to these Terms of Use and the Privacy Policy, as defined below, to the extent applicable.

FEEDBACK AND OTHER SUBMITTED CONTENT

Certain portions of the Site may provide mechanism(s) for you to communicate and share information and/or materials with us. By submitting us your feedback, comments, reviews, ideas, testimonials, opinions, photos, and/or other submitted content (any, a "Submission") through the Site, electronic communications, or otherwise, you agree as follows:

- 1) Your Submissions must: (i) be original and solely written or created by you, (ii) not feature any intellectual property unless owned by you or us, or anything illegal, obscene, threatening, defamatory or otherwise objectionable, in our sole discretion, (iii) not feature any identifiable person(s), other than you or those on whose behalf you are authorized to feature in your Submission; and (iv) be accurate, truthful, and not misleading.

- 2) By sending us a Submission, you also grant to us a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display your Submission, in whole or in part, including the right to use your name, image, likeness, and biographical information (as provided by you) in conjunction with the Submission, on a worldwide basis, in any form, media or technology now known or later developed, including without limitation for our promotional or marketing purposes, and you waive all moral and similar rights. If requested, you will agree to sign any documents to confirm the above.

- 3) By sending a Submission, you also waive and release, and agree to hold us harmless, and our parents, subsidiaries, affiliates, advertising and promotion agencies, from and against any and all rights claims and causes of action whatsoever, including but not limited to claims relating to rights of privacy, publicity, libel or infringement, or otherwise relating to injury, loss or damage, whether direct, compensatory, incidental or consequential, arising in whole or in part from the Submission or our use of same. You warrant that your Submission is being provided voluntarily, does not incorporate or embody any confidential or proprietary information of third parties, and does not violate any applicable laws or regulations or infringe any third party's copyrights, patent rights, trademarks, or other intellectual property rights.

With certain submission mechanisms, we may post or otherwise contemporaneously provide you with terms that restrict our use of your Submission received through a particular submission mechanism and/or at a particular time. Some of the submission mechanisms available through the Site may provide you with options to enable or limit how we may use a Submission. When such terms are provided or options are available and specified, our use of such Submissions pursuant to this section is subject to such limitations.

We may contact you regarding your Submission through any known electronic communication channel. If you have questions about our usage of a particular Submission, please contact us at uspto@express-scripts.com.

SCHEDULED EVENTS

Portions of the Site may include a listing of events and times of events that we are scheduled to host or attend. You can contact us to confirm the date, time, location, and whether we are still scheduled to host or attend the listed event. However, we may ultimately not be able to host or attend the listed event due to a variety of reasons. We are not responsible for any errors or omissions in the listing of the events.

SOCIAL MEDIA

The Site may include opportunities to view information and communicate with us through social media services such as LinkedIn®, Twitter®, Facebook®, and blogging. You should use common sense and good judgment in communicating with us through these services. We are not responsible for the terms of use and privacy policies that govern these third-party sites.

NO PROFESSIONAL ADVICE

The information provided on the Site is for informational purposes or general guidance only, and does not constitute medical, legal, or other professional advice. We do not warrant or guarantee the accuracy, completeness, adequacy or currency of the Site Content, nor do we endorse any views or opinions that may be included in the Site Content. The Site is not a substitute for medical advice and it is important that you not make medical decisions without first consulting your personal physician or other healthcare professional. The receipt of any questions or feedback you submit to us does not create a professional relationship and does not create any privacy interests other than those described in our Privacy Policy.

LINKING POLICY

Our Site may contain hyperlinks allowing our users to connect to other websites owned by us and our affiliated companies and websites owned by our third-party vendors, distributors, and providers ("**Linked Sites**"). You may also access our Site through a hyperlink embedded in a Linked Site. We provide hyperlinks to the Linked Sites to enable you to conveniently access websites that may be of interest to you. Please note that once you click on a hyperlink that transfers you from our Site to a Linked Site, you have left our Site, and this Terms of Use will immediately cease to apply to any subsequent activity on the Linked Site. We are under no obligation to notify you when you have left our Site and have accessed a Linked Site. Use of any Linked Site will be governed by the privacy policy, terms of use, and/or other policies (if any) on the Linked Site.

USE RESTRICTIONS

You agree that you will not: (a) use this Site for any purpose that is unlawful, illegal or a violation of applicable Federal, State, or local law or that is prohibited by these Terms of Use; (b) engage in any activity or use any device, software or routine that interferes with a user's access to this Site or the proper operation of this Site; (c) delete or revise any Site Content or information of any other user without authorization; (d) take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure; (e) allow any other person or entity to use your login credentials for posting, copying, extracting, downloading, viewing, transmitting, or receiving data of any kind; or (f) attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

FORWARD-LOOKING STATEMENTS

This Site may contain "forward-looking statements," as that term is defined in the Private Securities Litigation Reform Act of 1995, which involve risks and uncertainties. No forward-

looking statement can be guaranteed, and actual results may differ materially from those projected. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future events, or otherwise. Forward-looking statements on this Site should be evaluated together with the disclosure regarding Express Scripts (along with those previously filed by our subsidiaries) in our registration statements and periodic reports filed with the Securities and Exchange Commission, including the risks and uncertainties facing our business described therein.

OFF-LABEL USE

Certain uses of products discussed herein may not have been approved by the Food and Drug Administration.

PRIVACY POLICY

You agree to the Internet privacy policy ("Privacy Policy"), which is incorporated by reference in these Terms of Use.

DISCLAIMER OF WARRANTIES

THE SITE AND THE SITE CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND ALL USE OF THE SITE AND THE SITE CONTENT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SITE, THE SITE CONTENT, OR YOUR ACCESS TO OR USE THEREOF. WE HEREBY DISCLAIM ANY AND ALL IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, CUSTOM, AND USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SITE OR THE SITE CONTENT WILL BE ACCURATE, COMPLETE, UP-TO-DATE, OR RELIABLE; THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THAT THE SITE, THE SITE CONTENT, OR ANY PORTION THEREOF WILL NOT CHANGE OR BE DISCONTINUED; THAT ERRORS OR DEFECTS WILL BE CORRECTED; THAT THE SITE OR THE SITE CONTENT WILL BE FREE FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT ACCESS TO OR USE OF THE SITE OR THE SITE CONTENT IS LAWFUL IN ANY PARTICULAR JURISDICTION. YOU ASSUME THE ENTIRE OBLIGATION AND COST OF ANY AND ALL NECESSARY COMPUTER, MOBILE DEVICE, AND NETWORK SERVICING, REPAIR, AND CORRECTION. IF YOU ARE DISSATISFIED WITH THE SITE OR THE SITE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR CERTAIN OTHER WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT SUCH A JURISDICTION'S LAW APPLIES AND LIMITS SUCH DISCLAIMERS.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THE SITE, THE SITE CONTENT, YOUR ACCESS TO OR USE THEREOF, OUR PERFORMANCE, NON-PERFORMANCE, ACTS, OR OMISSIONS IN CONNECTION THEREWITH, THE PRIVACY POLICY, OR THESE TERMS OF USE, EVEN IF FORESEEABLE, AND EVEN IF WE HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, UNDER NO CIRCUMSTANCES SHALL OUR TOTAL, CUMULATIVE LIABILITY TO YOU

FOR ANY AND ALL DAMAGES, LOSSES, CLAIMS, AND CAUSES OF ACTION EXCEED FIVE UNITED STATES DOLLARS (\$5.00). IN NO WAY LIMITING THE FOREGOING, WE ASSUME NO OBLIGATION AND SHALL HAVE NO LIABILITY ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO ANY COMMUNICATION ERRORS, SERVICE INTERRUPTIONS, OR SITE MALFUNCTIONS; THE CONDUCT OR CONTENT OF ANY SITE USER; COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; LOSS OR CORRUPTION OF DATA; DAMAGE TO YOUR COMPUTER, MOBILE DEVICE, OR NETWORK; MALICIOUS ACTS OF THIRD PARTIES; FORCE MAJEURE EVENTS; BUSINESS INTERRUPTION OR DOWNTIME; LOSS OF BUSINESS, PROFITS, OR GOODWILL; OR ACTIONS TAKEN OR NOT TAKEN IN CONNECTION WITH INVESTIGATIONS, DEMANDS, OR CLAIMS BY US, INTELLECTUAL PROPERTY OWNERS, LAW ENFORCEMENT, GOVERNMENTAL AUTHORITIES, OR THIRD PARTIES. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, REGARDLESS OF THE NUMBER OF INCIDENTS OR CLAIMS, AND REGARDLESS OF THE NATURE OF THE DAMAGE, LOSS, CLAIM, OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE). THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE AN ESSENTIAL PART OF THESE TERMS OF USE, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, OR CERTAIN OTHER DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH A JURISDICTION'S LAW APPLIES AND LIMITS SUCH EXCLUSIONS.

NOTICE OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please provide our designated Copyright Agent identified below with the following information:

- a. identification of the copyrighted work claimed to have been infringed;
- b. identification of the allegedly infringing material on the Site that is requested to be removed;
- c. your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- d. a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- e. a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- f. a physical or electronic signature of the copyright owner or the person authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Contact Information for Our Copyright Agent:
Legal Department, Intellectual Property
Express Scripts Holding Company
One Express Way, Hq1-2e03, St. Louis, MO 63121
e-mail: uspto@express-scripts.com

We will remove any content that infringes the copyright of any person under the laws of the United States upon receipt of information as set forth in Subsections (a) - (f) above, and may, in our sole discretion if we deem it appropriate, terminate access rights of any user who we reasonably believe violates any United States copyright laws.

GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict of law rules. The Site is operated on servers located in the United States of America and is intended for use by individuals residing in the United States of America. No laws of any foreign jurisdiction shall apply to these Terms of Use or be binding on us.

JURISDICTION; VENUE

Any dispute, claim, action or proceeding arising out of or related to the Site, the Site Content, the Privacy Policy, or these Terms of Use, or the interpretation or enforcement hereof, whether at law or in equity, shall be brought only in the state courts located in St. Louis County, Missouri or, if proper and exclusive federal subject matter jurisdiction exists, the United States District Court for the Eastern District of Missouri. Each party hereby submits to the personal jurisdiction and consents to the exclusive venue of such courts, and waives any objections thereto, including based on *forum non conveniens*. Notwithstanding the foregoing, in connection with asserting or protecting our intellectual property or other legal rights or business interests, we retain the right to seek temporary or permanent injunctive or other non-monetary equitable relief against you in any court of competent jurisdiction.

NO WAIVER

Any waiver by us must be express and in writing, must be directed specifically by us to you, and must be signed by our duly authorized representative. Our failure to enforce any provision of these Terms of Use or to respond to a breach by you or third parties shall not in any way limit or waive our right to do so, including without limitation our right to enforce subsequently any provision of these Terms of Use, or to assert our rights with respect to the same or similar breaches.

ENTIRE AGREEMENT

Unless otherwise specified herein, these Terms of Use and the Privacy Policy incorporated herein constitute the entire agreement between you and us with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether written or oral, concerning the subject matter hereof. Any conflicting or supplementary terms proposed by you in any e-mail or other communication shall not be binding on us, and are hereby objected to and expressly rejected.

SEVERABILITY

If any portion of these Terms of Use or the Privacy Policy is held invalid or unenforceable under applicable law, that portion shall be construed in a manner consistent with applicable law to accomplish, as nearly as possible, the objective thereof, or severed from the document if and solely to the limited extent such construction is not possible, and the remaining portion of these Terms of Use and the Privacy Policy shall remain in full force and effect.

INTERNET PRIVACY POLICY

Version 4.1 Last Revised: 08/29/2016

This Privacy Policy is provided by your plan sponsor's pharmacy benefit manager (or underwriting insurance company as applicable) or, if not applicable, Express Scripts Holding Company (in either case, "**Express Scripts**" "**we**", "**us**" or "**our**") to establish guidelines that govern collection of information from all visitors ("**you**" or "**your**") who use the publicly available pages of the Express-Scripts.com website located at <http://www.Express-Scripts.com>, Registered Members or Registered Beneficiaries of the Member Website, and those users who have been granted authorized access to non-publicly available portions of the Express-Scripts.com website (individually and collectively, the "**Site**"). The Site may be accessed via the World Wide Web, via a mobile application, or through a website hosted by a third party or one of our affiliated companies. The Site is provided to you as a service to provide information about our company and your pharmacy benefit, and as applicable, management of your Member account and access to mail order pharmacy services. The "**Member Website**" is a member-only account portal available through the Site, a third-party site, or via mobile access which enables Registered Members and Registered Beneficiaries to access their personal account information and to use certain other services offered only to them.

"**Members**" (or "**Beneficiaries**" in the case of the TRICARE program) are individual participants in a prescription drug benefit plan. Individual Members who are at least eighteen years old and who have submitted a completed account registration form on the Site, or have completed the appropriate registration process from their plan sponsor's website, or have completed the registration process via telephone with a customer service representative, or are otherwise qualified as a beneficiary under the TRICARE program are all "**Registered Members**" (or "**Registered Beneficiaries**" in the case of the TRICARE program) who will be provided access to the Member Website after completing the registration process. "**Cardholders**" (or "**Sponsors**" in the case of the TRICARE program) are Members of a prescription drug benefit plan who carry the membership under their name for themselves and their Covered Household Members. "**Covered Household Members**" mean individuals who are covered through the prescription drug benefit plan under the Member's account. "**Spouse**" means a Covered Household Member who is designated as a spouse in accordance with the terms of the prescription drug benefit plan. "**Adult Dependent**" means a Covered Household Member who is eighteen years of age or older. "**Minor Dependent**" means a Covered Household Member who is under the age of eighteen.

We are firmly committed to protecting the confidentiality and security of your Personal Information. The term "**Personal Information**" means any information which can be used to identify a person including by way of example, but not limitation, name, date of birth, mailing address, social media and other third party platform account identifiers, home phone number, mobile phone number, e-mail address, credit card information, and/or Social Security number. "**Protected Health Information**" means any information of a person related to health or medical status, including, by way of example, but not limitation, names of doctors, health conditions, medicines, and/or prescription information and history, paired with Personal Information.

In addition to this Privacy Policy, the "Notice of Privacy Practices" describes how we may use and disclose Protected Health Information, and your rights to access and update your Protected Health Information and how to request restrictions on our use and disclosure of

your Protected Health Information. To the extent any terms in this Privacy Policy conflict with any terms in the Notice of Privacy Practices, the conflicting terms in the Notice of Privacy Practices will control and override the corresponding terms in this Privacy Policy

COLLECTION AND USE OF NON-PERSONAL INFORMATION

How We Collect Non-Personal Information

When you visit the Site, and during your interactions with the Site, we may collect Non-Personal Information from you. "**Non-Personal Information**" means a data element or collection of data elements that by itself cannot ordinarily be associated with a specific individual. Non-Personal Information includes by way of example but not limitation, the Internet browser or computer operating system you are using, your navigation of the Site including the pages of the Site that you access, the amount of time spent on various portions of the Site, the length and dates of your visits to the Site, and certain Site data captured through your interactions with the Site and other sites. Non-Personal Information may include information provided by you through the Site or otherwise (e.g., through a third-party site) that is not Personal Information or Protected Health Information. Certain Non-Personal Information may be collected on an aggregated, anonymous basis through web server logs, cookies, ad servers, tracking pixels, web beacons, and similar Internet tracking devices (collectively "**Tracking Mechanisms**"). Web servers automatically collect Non-Personal Information, with your IP address, when you request pages of the Site or other sites. Based on certain interactions with the Site, third-party sites, mailings, other communications with us, and/or our system configurations, certain Non-Personal Information may be associated with your Personal Information such that your Non-Personal Information is identifiable with you. You may be able to opt-out of certain third-party associations by following customization and/or opt-out options as described below.

How We Use Non-Personal Information

The collected Non-Personal Information may be used by us and our affiliated companies for a variety of analytic and developmental purposes including to improve and enhance the Site and our products and services, to create new products and services, to customize your experience on the Site and other sites that you visit on the Internet, to identify and/or offer products, services and website functionality that may be of interest to you, and other legitimate business purposes.

We may use different kinds of cookies including session ID cookies and persistent cookies. Session ID cookies are used to personalize your user experience, to determine ways to improve the Site, Site content, and the services offered through the Site. These cookies are deleted from your hard drive when you close your browser session. Persistent cookies are used to collect non-personally identifiable information such as Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, platform type, date/time stamp and number of clicks.

You may set your browser to accept cookies, warn you when a cookie is sent, or turn off all cookies (except Flash cookies). Check your web browser's help menu or your mobile device settings to find out how. Some mobile devices store cookies not only in areas connected to the web browsers but also in an app-specific area, so you may have to check your app settings options to determine how to manage or delete cookies stored in these other areas. If you do not accept cookies, some features, services, or activities available through the Site may not function correctly and you may be unable to access certain

content.

We may embed tracking pixels within various pages of the Site to enable use of site analytics. The site analytics enable us to determine the usage frequency of various areas of the Site and identify areas of the Site for enhancement. While you are visiting and after you leave the Site, we may use web beacons to notify you of areas of the Site and other aspects of our organization and its affiliated companies in which you may be interested. Certain tracking pixels and web beacons may be cleared or reset through configuration of your web browser such as by clearing your cache. We may use ad servers to provide you with offers of possible interest.

We use your IP address so that we can send data (such as the pages you request) to you and collect Non-Personal Information during the process. We aggregate this Non-Personal Information with similar Non-Personal Information collected from other users to track overall visitor traffic patterns and help us understand Site usage and preferred and most frequently used pages, products and services, to provide you with better service, to improve Site use and functionality, and to provide you with information on other products and services that may be of interest to you.

We may analyze Non-Personal Information in the aggregate to study outcomes, costs, and provider profiles, and to suggest benefit designs for employers or health plans. These studies may generate Aggregate Data (described below) which we may utilize for a variety of purposes.

We may perform statistical analyses of the traffic patterns, Site usage, and behaviors associated with the Site. We may use these analyses to generate Aggregate Data from the original Non-Personal Information. We may combine, separate, aggregate, or otherwise parse and process Non-Personal Information. The parsing and processing of such information may generate Aggregate Data. "**Aggregate Data**" is summary level data, such as the number of web visitors in a specific geographic area. Aggregate Data does not contain information that can be used to identify or contact you, such as your name, address, telephone number or e-mail address, and does not reflect the original form of the Non-Personal Information collected from you.

Third-Party Usage

We work with third parties to:(a) operate and maintain the server(s) on which the Site operates, (b) enable login to the Member Website utilizing third party platform login credentials, (c) provide communication functionality, (d) provide Tracking Mechanism(s) that we embed in or use with the Site, (e) provide advertisements and other information to you about the Site, products, and services through a third-party site based on a prior visit to the Site, (f) analyze communication with us and interactions with the Site, (g) de-identify data, and (h) collect Non-Personal Information from you (e.g., on your interactions and/or experience with the Site and/or us). The third party may then share the Non-Personal Information, Aggregate Data, and/or other data with us.

We may disclose Non-Personal Information to third parties as follows:

- We may share Non-Personal Information with our affiliated companies, third parties who provide services to us, and other parties that you have authorized.
- We may disclose Aggregate Data to other companies or organizations for any legitimate business purpose.

- We may disclose products and services developed using the Non-Personal Information, including products and services that disclose anonymous and/or deidentified Site data for any legitimate business purpose.
- We will not sell your Non-Personal Information to other companies or organizations.

Some of the third parties, such as Google®, Twitter®, and LinkedIn® may provide customization and/or opt-out of certain Tracking Mechanisms through their respective sites. For example, Google's Ads Settings, DoubleClick opt-out page, Twitter's promoted content settings, LinkedIn account settings, and Network Advertising Initiative opt-out page may limit the collection and usage of certain third-party Tracking Mechanisms.

COLLECTION AND USE OF PERSONAL INFORMATION AND HEALTH-RELATED PERSONAL INFORMATION

How We Collect Your Personal Information and Protected Health Information

Site Registration

Registration is optional; however, Registered Members (or "**Registered Beneficiaries**" in the case of the TRICARE program) are provided access to the Member Website and to information and online services not provided on the public website, as well as the ability to login to the Member Website when revisiting the Site. The Personal Information and Protected Health Information you disclose to us during registration and in connection with the Member Website are provided strictly on a voluntary basis. We may also collect Non-Personal Information during the registration process as described above. When you become a Registered Member or Registered Beneficiary, you may be asked to provide us with the Personal Information and/or Protected Health Information of one or more of your Covered Household Members.

Utilization of Third Party Platform Login Credentials

Users may register for the Member Website by creating login credentials used for the site ("**Express Scripts credentials**"), or by using existing login credentials associated with an approved third party platform ("**third party credentials**"). Both types of login credentials once associated with the account of the Registered Member (or "**Registered Beneficiaries**" in the case of the TRICARE program) may be interchangeably used to access the Member Website. You may also be able to register for access to the Member Website through multiple third party platforms. Regardless of the login credentials used, your account associated with the Member Website is the same.

If you reset your third party credentials directly with the third party platform, the resetting should not affect your access to the Member Website. By using third party credentials to access the Site, certain Personal Information and Non-Personal Information may be provided to us by the third party platform or otherwise. We may use any received Personal Information and Non-Personal Information consistent with this Privacy Policy.

Communication Functionality

Certain portions of the site may be available to you that include communication functionality. The communication functionality enables real-time communication sessions with Express Scripts personnel or other persons on behalf of or in conjunction with Express Scripts ("**Authorized Persons**"). When used, certain Personal Information, Protected

Health Information, and/or Non-Personal Information may be shared with or collected by the Authorized Persons depending upon the nature of the communication session. Certain communication functionality may be provided on the Site for limited purposes, and the Authorized Persons will be unable to provide assistance beyond such purposes.

Purchases

In addition to providing Personal Information during the registration process, you may provide us with Personal Information or Protected Health Information on the checkout page of the Site when ordering and paying for products and/or if you choose to purchase products or services using our "e-check" electronic funds transfer program or through an automatic refill option.

Designated Caregiver

Should you choose to assign a Designated Caregiver ("**Caregiver**") in the "Profile" section of the Member Website, you will be asked to provide Personal Information about this individual. The Personal Information may include the individual's full name, date of birth and gender which will be used by us to properly identify your Caregiver when he or she contacts us on your behalf.

Contacting Us

After login, you may contact us by selecting the Contact Us portion of the Member Website. In this portion, you may be able to communicate more directly regarding specific issues to designated personnel at Express Scripts. Your use of this feature is in accordance with any additional posted terms and restrictions including, but not limited to, turnaround time for our response. Do not use this feature if you are experiencing an emergency or are out of medication; contact your doctor, other healthcare provider, or us as appropriate.

Communications

We constantly seek to improve our ability to communicate with you in more effective ways. Our communications to you may provide (i) information associated with your prescription drug benefit plan, (ii) information associated with the order and/or delivery of prescription drugs and/or other products from our pharmacies and/or other providers, and (iii) other information that you have given us permission to send. We strive to send these different types of information in accordance with available communication channels, formats, and choices that you have expressed, in each case in compliance with applicable law. Not all types of information and communication channels, formats, and choices may be available to you or honored at a particular time. For example, the communication preferences available to you through the Site may differ from those available to others depending upon your particular prescription drug benefit plan. An expressed communication preference may not be immediately honored for all communications associated with the preference. However, the preference may be honored for future communications when possible. We may also communicate with you through one or more communication channels to enable us to more effectively provide our services to you and on behalf of your plan sponsor.

Certain communications may include additional ways for you to express preferences. When your preference is expressed in this manner, such preference may be limited to a certain type of information, communication channel, and/or communication format as applicable.

For example, if you select an opt-out option available in a particular e-mail, you may only have opted-out of a certain type of e-mail (e.g., promotional e-mails). We encourage you to review your communication preferences page(s) from time to time to review your communication options and expressed preferences.

The sending and receipt of communications in certain communication channels may cause you to incur messaging, data usage, or other fees from your services provider. By selecting such communication channels, you agree that you are solely responsible for these fees.

By registering for use of the Member Site, we will preselect your preference of having us communicate with you through your provided e-mail address and, as applicable, through our secure message center. This communication preference will provide you with certain communications through e-mail and the secure message center that were previously provided by automated outbound telephone calls or mail, and some additional communications that you would not have otherwise received. If you have previously expressed a preference to receive communications through a different communication channel, your preference will be retained. You may modify your communication preferences on the communication preferences page of the Member Site. For example, if you do not wish to receive e-mails or certain types of e-mails from us, you may so designate on the communication preferences page. In general, once you have authorized us to utilize a particular manner of communicating with you, we may cease communicating with you through other communication channels, unless otherwise required by law.

Communications may be provided to you through our secure message center. You may be notified of these communications through another communication channel that you have designated. In some instances, you may be able to select secure message center communications as part of your communication preferences. When secure message center communications is selected, we may provide certain information associated with your prescription drug benefit plan and information associated with the order and/or delivery of prescription drugs and/or other products from our pharmacies and/or other providers that would otherwise be provided to you through mail. You will be alerted of the availability of such information so that you can conveniently and securely access it. For example, we may send you an e-mail to notify you that a communication including prescription drug information for a prescription drug that has been shipped to you is available in the secure message center.

When our mobile application is installed, we may automatically provide you with certain in-app communications. These in-app communications may continue to be provided while the mobile application is installed on your mobile device. For example, we may send you an in-app communication to ask about your experiences with the mobile application. By uninstalling the mobile application from your mobile device, such in-app communications will automatically terminate. In some instances, you may be able to select mobile application communications as part of your communication preferences to receive other communications (e.g., communications including information associated with your prescription drug benefit plan) through your mobile application. If you uninstall the mobile application but have not modified your communication preferences, we will send these communications to you through another available communication channel.

At times, we may utilize communication channels not designated in your communication preferences, or may contact you regarding a particular issue or through a particular communication channel despite an otherwise stated communication preference. In certain

instances, we may communicate with you through a different communication channel, or we may utilize multiple communication channels to reach you. Examples of when we may not be able to fully follow your communication preferences include when required by law, when a communication channel is or becomes unavailable, when we are unable to reach you by your preferred communication channel, when you have reached out to us by a particular communication channel and we respond by communicating with you through the same communication channel, or in the case of an emergency or other extenuating circumstance. You may continue to use all communication channels available to you to reach us regardless of your communication preferences.

Depending on the functionality available to you through the Site, you may be able to set communications preferences (i) at an individual level so that they are only applicable to you, or (ii) at a family level when you are the Cardholder (or Sponsor) so that the communication preferences are applicable to your Covered Household Members.

You may also be able to designate certain uses of your Protected Health Information with our communications. For example, you may be able to designate whether certain Protected Health Information can be included in communications to you regarding your prescription drug benefit plan and order and/or delivery of prescription drugs. You may also be able to authorize use of your Protected Health Information to send you promotional communications with information and opportunities that may be of interest to you. For example, such promotional communications could include the opportunity to purchase additional products, engage in promotional surveys, obtain additional health and wellness information, and the like.

Social Media

When you communicate with us through social media, or provide a comment directed at us through social media, we may use social media to communicate with you. We may also directly communicate with you through social media in accordance with any expressed social media preferences in your communication preferences. We may also promote content of interest to you through social media. You may opt out or configure your social media account settings to limit promotion of such content.

Analytics

We may use certain in-house or third-party functionality to analyze your communications with us and interactions with the Site. The analysis enables us to monitor the services that we provide so that we can improve the services provided to you. These third parties will be required to protect any Personal Information and Protected Health Information in accordance with this Policy. Other analytics capabilities are reflected above in the description of Non-Personal Information.

How We Use Your Personal Information and Protected Health Information

We will not use or disclose your Personal Information or your Protected Health Information in a manner inconsistent with applicable law, this Privacy Policy or the Notice of Privacy Practices. Examples of our uses and disclosures include:

- We will manage your prescription benefits and process your prescription drug claims. This process may involve sharing certain Personal Information and/or Protected Health Information with you and/or your doctor, pharmacist, health plan

or plan administrator. These disclosures are made in accordance with the terms of your health plan or prescription benefit plan.

- We will process and send you orders you have placed through our pharmacy.
- If you choose to use a third party payment solution, we may communicate with the third party payment provider to facilitate the transaction.
- We may share your Personal Information with selected service providers or consultants acting on our behalf. Those third parties will be required to protect your Personal Information in accordance with this Privacy Policy. In accordance with the terms of your health plan or federal regulations, we may share information to facilitate utilization of potentially applicable prescription assistant programs such as those that are offered or may be offered by manufacturers, pharma, state health plans, and charities to process secondary claims on your behalf and potentially lower your cost share. We may utilize selected service providers to make targeted non-personal communications to an aggregated audience regarding our offerings and other potentially relevant benefit information of interest to you. These communications will not be based on your Protected Health Information.
- We may utilize selected service providers to make targeted non-personal communications to an aggregated audience regarding our offerings and other potentially relevant benefit information of interest to you. These communications will not be based on your Protected Health Information.
- We may share your Personal Information with other Express Scripts companies (i.e., entities which are controlling, controlled by, or under common control with Express Scripts) to provide you with more personalized and enhanced services.
- We generally manage your Personal Information separately from the Personal Information held by your plan sponsor. However, from time to time and at our discretion, we may communicate with your plan sponsor or payor to enable verification and/or correction of your Personal Information for benefit communication purposes.
- We may disclose your Personal Information to relevant third parties such as state and federal regulatory agencies, site technicians, auditors, lawyers, or other professional advisors.
- We may act on behalf of or otherwise cooperate with your health plan or plan sponsor to enable sending of health or plan sponsor information to you using your Personal Information.
- If you choose to use the feature, we process received login credentials stored within a third party device (e.g., Apple Touch ID) to facilitate login to the Member Website.
- We may communicate with you via e-mail, facsimile, letter, text message, mobile application, and similar mechanisms.
- We may use third-party agents for purposes of communicating with you and/or collecting information from you.
- Statements here and elsewhere on the Site concerning the treatment of your Personal Information and Protected Health Information may not apply with respect to information already in our possession.

In certain circumstances, we may be legally compelled to release your or your Covered Household Members' Personal Information or Protected Health Information in response to a court order, subpoena, search warrant, law or regulation or the terms of the Notice of Privacy Practices.

"Do Not Track" Signals and Similar Mechanisms

Our Site does not respond to web browser "do not track" signals and similar mechanisms. However, you may control certain Tracking Mechanisms as described above.

Covered Household Members Personal Information and Protected Health Information

Our Member Website may include features through which Registered Members may view their own Protected Health Information (such as their prescription history) and their Personal Information. In addition, Cardholders may use the Member Website to view Protected Health Information and Personal Information or manage the benefit of any Covered Household Members under the age of eighteen. Spouses and Adult Dependents may similarly register with the Member Website to access their own Protected Health Information and Personal Information. The Cardholder, Spouse, or Adult Dependent may grant access to another person to view the granting person's Protected Health Information. Covered Household Members who are either Minor Dependents or flagged are not provided with access to the Member Website, but may continue to call the number on the back of their benefit card to transact business with Express Scripts.

The availability of the Protected Health Information and Personal Information of the Cardholder and other Covered Household Members may depend on Cardholder preferences, client preferences, available Member Website functionality, and applicable law. For example, the Cardholder may be able to:

- view the Protected Health Information of all Covered Household Members including Adult Dependents.
- grant access to a Spouse and/or Adult Dependents to view the Protected Health Information and Personal Information;
- grant access to a Spouse to view the Protected Health Information and Personal Information of only designated Minor Dependents while preventing the viewing of the Protected Health Information and Personal Information of other Minor Dependents; and
- grant access to a Spouse to view the Protected Health Information and Personal Information of Minor Dependents while preventing the viewing of the Protected Health Information and Personal Information of the Cardholder.

How You Can Correct/Update Your Personal Information and/or Protected Health Information

You can correct or update your Personal Information or Protected Health Information at any time using the following options:

- Login to the Member Website and update your Personal Information.
- Call the Customer Service number on your Member ID card.
- Write to:
Express Scripts
Attention: KANA Team
One Express Way, St. Louis, MO 63121

TRANSFER OF PERSONAL INFORMATION, PROTECTED HEALTH INFORMATION AND NON-PERSONAL INFORMATION

All Personal Information, Protected Health Information, and Non-Personal Information obtained through our Site are owned by us. Accordingly, if we are acquired, merge with another entity, or we divest one or more of our businesses, affiliates or subsidiary companies, the Sites, and any Personal Information, Protected Health Information, and Non-Personal Information obtained through them, may be transferred to an applicable entity for the purposes of continuation of services, in accordance with applicable law and the Notice of Privacy Practices.

USAGE BY CHILDREN

Our Site is neither intended for nor designed to attract users who are under the age of 18. We are committed to preventing the unintentional collection of Personal Information and Protected Health Information from children under the age of 13. Any Personal Information and Protected Health Information of a child under 13 that is provided to us must be provided by a parent or legal guardian, and not by a child under the age of 13 who is using the Site.

If you are the parent or legal guardian of a child under the age of 13 whom you have reason to believe has provided his or her own Personal Information or Protected Health Information to us, you have the right to request the removal of that child's Personal Information and/or Protected Health Information from our database. In order to request such removal, please send an e-mail to privacy@express-scripts.com. You will be required to verify your identity as the child's parent or legal guardian in order to have their Personal Information or Protected Health Information removed.

LINKING POLICY

Our Site may contain hyperlinks allowing our users to connect to other websites owned by us and our affiliated companies and websites owned by our third-party vendors, distributors, and providers ("**Linked Sites**"). You may also access our Site through a hyperlink embedded in a Linked Site. We provide hyperlinks to the Linked Sites to enable you to conveniently access websites that may be of interest to you. Please note that once you click on a hyperlink that transfers you from our Site to a Linked Site, you have left our Site, and this Privacy Policy will immediately cease to apply to any subsequent activity on the Linked Site. We are under no obligation to notify you when you have left our Site and have accessed a Linked Site. Use of any Linked Site will be governed by the privacy policy, terms of use, and/or other policies (if any) on the Linked Site. You may, at your option, participate in surveys or provide other information to our affiliates that control a Linked Site, and that information may be shared with us or with others subject to the privacy policy terms set forth on that Linked Site. Certain Non-Personal Information that you choose to provide through a Linked Site (such as comments) that is subsequently provided to us by the Linked Site provider in connection with a service engagement may be identifiable to us as your Personal Information.

SECURITY STATEMENT

We are committed to protecting the privacy and security of this Site. We take reasonable technical and procedural precautions to protect the information received by us. Our Internet infrastructure is protected using industry recognized commercial security

products, including current encryption technology, and best practice procedures for maintenance of the website. In addition, our infrastructure is monitored 24 hours a day, seven days a week.

No method of transmission over the Internet or storage of data on an Internet server is 100% secure. Although we use commercially acceptable and reasonable precautions to protect your information, we do not guarantee its absolute security.

YOUR ACCEPTANCE OF THIS PRIVACY POLICY

You are deemed to have assented to the terms and conditions contained in this Privacy Policy when you use the Site and/or when you have indicated in your online registration that you accept the Terms of Use into which this Privacy Policy is incorporated. You are deemed to have accepted this Privacy Policy each time you access the Site and/or the Member Website after initial registration by using your login credentials. If you do not agree to the terms of this Privacy Policy, please do not use the Site. The terms and conditions contained in this Privacy Policy are subject to and may be superseded by applicable Federal and State laws.

RELATIONSHIP TO THE TERMS OF USE

This Privacy Policy, and your and our performance in connection herewith, is further governed by and subject to the Terms of Use for the Site, including but not limited to the disclaimer, limitation of liability, governing law, jurisdiction, and venue provisions set forth therein.

CHANGES IN OUR PRIVACY POLICY

We use Personal Information, Protected Health Information, and Non-Personal Information collected from you pursuant to the Site only within the scope of use described in this Privacy Policy. However, we reserve the right, from time to time in our sole and absolute discretion, to change, to modify, or to add terms or remove terms from this Privacy Policy. Changes to this Privacy Policy will be reflected when we post a new version number and updated revision date. The version number includes a major number, a decimal point, and a minor number. A change to the major number reflects a significant change to the policy, while a change to the minor number reflects a less significant change to the policy. Examples of significant changes include additional provisions that reflect new Site functionality, significant modifications to existing provisions, and more significant changes to Site functionality that cause provisions to be modified, added, or removed. Examples of less significant changes include additional provisions that clarify current Site functionality, minor modifications to existing provisions, and less significant changes to Site functionality that cause provisions to be modified, added, or removed.

We will provide you with advance notice of a major change prior to your access of any portion of the Site for which registration is required. For example, we may (i) require that you reaccept the updated version of the web policies, (ii) send you an electronic notification advising of the update to the web policies, (iii) include a notice on the Site viewable without login advising of the update to the web policies, and/or (iv) advise you of the updated web policies during a phone call. We do not ordinarily provide advance notice of a minor change.

We recommend that you check the version number and revision date prior to using the

Site, and that you review this Privacy Policy on a frequent basis. Your continued use of the Site and/or utilization of any Site benefits after this Privacy Policy has been updated (and after advance notice for a major change) indicates your agreement and acceptance of the updated version of the Privacy Policy.

HOW TO SEND US YOUR COMMENTS

We welcome your comments. For technical assistance with the Site, please contact our technical support by calling 1-800-711-5672. If you have general feedback regarding this Privacy Policy, please [email us](#). Upon submission, any suggestions you make regarding the Site become our property, and we shall have the right to use any of your comments or suggestions without further permission from or notice to you.

Specific questions regarding the enforcement of this policy should be directed to privacy@express-scripts.com.