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#### **USE OF PRODUCTS**

By placing an order on or through the Site, you represent that the products ordered will be used only in a lawful manner.

#### **GOVERNING LAW AND JURISDICTION**

These Terms of Use shall be governed and construed in accordance with the laws of the state of Ohio, excluding its conflict of law rules. No laws of any foreign jurisdiction shall apply to these

Terms of Use or be binding on us. Any dispute, claim, action or proceeding arising out of or related to the Site 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 Cleveland, Ohio.

#### **EMAIL COMMUNICATIONS**

**The Pharmacy Wholesale Club may contact you via email to:**

- \* Respond to any questions you may send us,
- \* Send you-email communications about information we think you will find useful – including announcements about new products and services at this Site, or
- \* Communicate other information as necessary to administer this Site.

Please note that when you contact us by email, such communication may not be entirely secure because it travels over unsecured communication lines. As a result, you should not provide us with confidential or personal information via email.

#### **WAIVER**

Any waiver by the Pharmacy Wholesale Club must be express and in writing, must be directed specifically by the Pharmacy Wholesale Club to you, and must be signed by a duly authorized representative of the Pharmacy Wholesale Club. The Pharmacy Wholesale Club's 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 its right to do so, including without limitation its right to enforce subsequently any provision of these Terms of Use, or to assert its rights with respect to the same or similar breaches.

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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.

#### **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.

#### **TERMINATION**

The Pharmacy Wholesale Club in its sole discretion, reserves the right to terminate your use of this Site at any time and without notice to you.

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If a Member is not satisfied with the Program and wishes to terminate their membership, the Member may cancel the membership for any reason and at any time during the membership period by notifying The Pharmacy Wholesale Club verbally or in writing. Membership in the Program will terminate at the end of the Membership Term following the date on which notice of cancellation is received. Membership fees will cease being collected no later than 30 days after receiving a valid cancellation notice.