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 - a) McKesson Specialty Health provides business and administrative services to its affiliated practices and other customers discussed on this website. McKesson Specialty Health does not own any of its affiliated medical practices, nor does it employ physicians, nurses or other clinical personnel engaged in the delivery of patient care at those practices. Decisions regarding patient care are made solely by each patient's treating physician based on his/her medical judgment.
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- b) cause, permit, or authorize the modification, creation of derivative works of, or translation of the website content without the express permission of McKesson Specialty Health;
- c) remove any proprietary notices from the website;
- d) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;
- e) use the website for fraudulent purposes;
- f) offer for sale or sell any item, good, or service that (a) violates federal, state or local law, (b) you do not have full power and authority to offer and sell, including all necessary licenses and authorizations, or (c) McKesson Specialty Health determines, in its sole discretion, is inappropriate for sale;
- g) upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- h) interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies, or regulations of networks connected to the website;
- i) use the website as a forwarding service to another website;
- j) take any steps to interfere with or in any manner compromise any of McKesson Specialty Health's security measures;
- k) allow use by others in such a way as to violate these Terms of Use;
- l) sell, assign, rent, lease, act as a service bureau, or grant rights in the website including, without limitation, through sublicense, to any other person or entity;
- m) attempt to decompile, reverse engineer, disassemble, modify, or hack the website or underlying software, or to defeat or overcome any encryption and/or digital rights management technology implemented by McKesson Specialty Health with respect to the website and/or data transmitted, processed, or stored by McKesson Specialty Health; or
- n) use the website for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms of Use.

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7. Changes to Agreement. McKesson Specialty Health may change the Terms of Use at any time by notifying you of the change in writing or electronically (including without limitation, by e-mail or by posting a notice on the website that the terms have been modified). The changes also will appear in this document, which you can access at any time by going to the Terms of Use link. You agree to be bound by such changes by using the website after changes are made to these Terms of Use.

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c) IN NO EVENT MAY YOU BRING ANY CLAIM OR CAUSE OF ACTION AGAINST MCKESSON SPECIALTY HEALTH MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

d) You agree to indemnify, defend, and hold McKesson Specialty Health harmless from and against any and all third-party claims and losses arising out of or in any way related to your use of the website, any use of any content, data, or documentation received through the website by you, or your breach or alleged breach of these Terms of Use, or your breach or alleged breach of the copyright, trademark, proprietary, or other rights of third parties, regardless of the form of action.

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- a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright;
- b) a description of the copyrighted work that you claim has been infringed;
- c) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material;
- d) information so that we can contact you, such as address, telephone number and e-mail address;
- e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

Only DMCA notices should be sent to the Copyright Agent. The McKesson Specialty Health Copyright Agent can be reached at:

McKesson Specialty Health
Attention: General Counsel
10101 Woodloch Forest Dr.
The Woodlands, TX 77380

10. Miscellaneous Provisions.

- a) Choice of Law. This Agreement shall for all purposes be governed and construed in accordance with the law of Texas without regard to its choice-of-law rules.
- b) Entire Agreement. This Agreement, as it may be amended from time to time in the sole discretion of McKesson Specialty Health, constitutes the entire agreement and supersedes all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of these Terms of Use.
- c) Severability. If any provision of these Terms of Use shall be held to be unenforceable, these Terms of Use will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the Terms of Use.

Clinical Tools - Terms of Use

Please read these terms and conditions carefully before accessing these clinical tools. Using these clinical tools confirms your acceptance of these terms and conditions. Do not use if you do not accept these terms and conditions.

Definitions

In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

- 1) "Clinical Tools" means any clinical or pharmacy-related tools on this site and includes the following tools listed below:
 - o Medication Therapy Management and Resource Guides
 - o Treatment Guidelines and Clinical Outcomes
 - o Nursing Policy and Procedure Manual
 - o Admixture Quality and Safety Control Toolkit
 - o Regimen Profiler
 - o Care Pathways and/or Drug Treatment Orders
 - o Supportive Care Toolkit

Acceptance

You have requested access to the McKesson Clinical Tools in the possession of Onmark, Inc. By clicking the "I Accept" button below, you agree to be bound by the Terms of Use and the following terms and conditions (these "Liability Provisions").

Indemnification

You agree to indemnify, defend, and hold McKesson and McKesson's stockholders, directors, officers, partners, employees, agents, information providers, suppliers, attorneys, and affiliates (collectively, the "McKesson Affiliated Parties") harmless from any liability, loss, claim, or expense, including, but not limited to, reasonable attorney's fee, related to your use of the Clinical Tools.

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Control

These Liability Provisions shall control in the event of any conflict or ambiguity between these Liability Provisions and the Terms of Use.

If you are aware of any violations of these Terms of Use or if you have any questions or comments regarding these Terms of Use, please contact msh.providers@mckesson.com.

[I Accept These Terms of Use](#) [I Do Not Accept Terms](#)

Privacy Policy

McKesson Specialty Health is committed to protecting your online privacy. We feel it is important for you to know how we handle the information we receive from you via the McKesson Specialty Health website. You can visit www.mckessonsspecialtyhealth.com without revealing any personal information. However, you are required to provide a valid e-mail address to post content to the McKesson Specialty Health website.

1. How We Collect And Use Personal Information

McKesson Specialty Health's website may contain links to sites operated by third parties. McKesson Specialty Health has no control over the privacy policies and practices of such third party sites, and if you have any concerns, you are urged to review the terms of those sites for more information about the policies applicable to those sites.

2. IP Addresses

We collect and log the IP address of all visitors to McKesson Specialty Health.com. An IP address is a number automatically assigned to your computer whenever you access the Internet. IP addresses allow computers and servers to recognize and communicate with one another. We collect IP address information so that we can properly administer our system and gather aggregate information about how our site is being used, including the pages visitors are viewing. This aggregate information may be shared with advertisers, sponsors and other businesses. To maintain your anonymity, we do not associate IP addresses with records containing personal information. We will use IP address information, however, to personally identify you in order to enforce our legal rights or when required to do so by law enforcement authorities.

3. How We Use Cookies

"Cookies" are small pieces of information that some web sites store on your computer's hard drive when you visit them. Like many other web sites, McKesson Specialty Health.com uses cookies to provide us with information relating to the sources of our site traffic. Collecting this information, however, does not allow us to personally identify you.

Most web browsers automatically accept cookies but allow you to modify security settings so that you can approve or reject cookies on a case-by-case basis. Our site requires that both cookies and JavaScript be enabled. If you reject cookies from our site, some parts of the site may not work properly for you.

4. How We Protect Your Personal Information

All data that you enter on this site are encrypted with secure server software (SSL). The encryption means that your data are protected while they are being transferred over the Internet to our servers. Once your data reach our servers, the same state-of-the art security software that guards our company's essential business data protects your data as well.

In addition to using the most secure technology available, we de-identify all data before they are used in any aggregate reporting that may be done.

5. What We Provide To Third Parties

Except as noted above for surveys, McKesson Specialty Health does not provide any third party access to your IP address and e-mail address.

We may provide third parties with aggregate statistics about our visitors, traffic patterns and related site information. These data reflect site-usage patterns gathered during visits to our website each month, but

they do not contain behavioral or identifying information about any individual member unless that member has given us permission to share that information.

6. Children's Privacy

This site is intended for adults age 18 and older. It is not intended for or designed to attract people under the age of 18. We do not collect personally identifiable information from any person we actually know to be under the age of 18.

7. E-mail Communications

E-mail communication that you send to us via the e-mail links on our site may be shared with a McKesson Specialty Health Service representative, employee, medical expert or other agent who is most able to address your inquiry. We make every effort to respond in a timely fashion once communications are received. Once we have responded to your communication, it is discarded or archived, depending on the nature of the inquiry.

The e-mail functionality on our site does not provide a completely secure and confidential means of communication. It's possible that your e-mail communication may be accessed or viewed by another Internet user while in transit to us. If you wish to keep your communication private, do not use our e-mail.

8. Complaint Process

If you believe your privacy rights have been violated or if you have another complaint or problem, you may e-mail us by clicking the "Contact us" link at the bottom of any page. Our Customer Service department will forward your complaint to the appropriate McKesson Specialty Health department for response or resolution. You may also write to McKesson Specialty Health Privacy Officer at:

Privacy Officer
McKesson Specialty Health
10101 Woodloch Forest Dr.
The Woodlands, TX 77380

If you've contacted McKesson Specialty Health about a privacy-related concern and you do not believe your problem has been addressed, you may file a complaint by calling the US Oncology general number at (800) 381-2637 and asking for the Privacy Officer.

9. Changes To Our Privacy Policy

We will occasionally update this Privacy Policy. You will see the word "updated" followed by the date next to the Privacy Policy link near the bottom of all pages on the site. If the "updated" date has changed since you last visited, you're encouraged to review the policy to be informed of how this site is protecting your information.

