

## Terms of Use

Last revised: August 01, 2017

Please check for updates

Welcome to the Enluxtra e-sampling web site through which physicians licensed to prescribe medical devices may request prescription device samples from OSNovative Systems, Inc. (OSN).

Prior to using this site, please take time to review the terms below, you are asked to click on the "I AGREE" button below to confirm your understanding. These terms together with the Privacy Statement are the Terms for interactions with this website. Except as expressly provided in other terms and policies on the web site, these Terms constitute the entire agreement between you and OSN with respect to your use of this web site. OSN reserves the right to update or change these Terms at any time and for any reason without notice. By accessing and using this site you agree to be bound by any such revisions and should therefore periodically visit this page of the web site. For your information, the date of the last update to these Terms is listed at the top of this document. You also may be subject to additional terms and conditions that may apply to all or certain portions of the web site.

### **Federal Law and Regulation Limiting Prescription Device Sample Distribution**

Practices and conditions found to create an unacceptable risk of counterfeit, adulterated, misbranded, subpotent or expired devices reaching US patients resulted that Food and Device Administration (FDA) implementing regulations limit distribution of prescription device samples to practitioners licensed to prescribe the device that is to be sampled, and requires a written request and receipt containing specific information, including name, address, professional title and signature of the practitioner; an appropriate authorization number (e.g. state license number); trade and established name of the device sample requested, the quantity requested, name of the manufacturer and date of the request.

The receipt for a device sample distributed by mail or common carrier (e.g. Federal Express) requires similar information together with an acknowledgement of delivery of the requested device samples and confirmation of the quantity of device samples and the date received.

Since the Federal Express receipt does not contain a confirmation of the quantity of samples delivered, you may be asked to complete an additional document, sometimes referred to as an acknowledgement of product (AOP) to ensure that all required documentation is collected.

Failure to sign and return AOPs can impact your ability to continue to receive prescription device samples. You will not be able to access the OSN sample system if you are on hold for failing to sign and return an AOP and must contact customer service using the contact information below.

States may have similar or additional requirements.

**Prescription device samples may not be sold, traded, bartered, returned for credit or utilized to seek or obtain reimbursement.**

### **Electronic Signatures:**

To use OSN services, you will need an electronic signature which is secured by information provided by you as part of the registration, including a password of your choice. Use of your electronic signature

certifies that you, a licensed practitioner in the identified state, have requested the indicated samples for testing or the medical needs of your patients.

You are solely responsible for maintaining the confidentiality of your password and agree not to share or give your password to anyone else. You agree to immediately notify OSN if you become aware of any loss, theft or unauthorized use of your password. You may contact us via e-mail at [contact@osnovative.com](mailto:contact@osnovative.com) or US mail to 500 Laurelwood Rd, Ste 4, Santa Clara, CA 95054.

It is important that you protect your electronic signature information from unauthorized use.

### **Termination**

OSN reserves the right to refuse access to the web site and to terminate your use of the web site if OSN believes that your conduct violates any of these Terms, applicable law or is harmful to the interests of OSN, its members, partners or suppliers, or other users, or for any other reason in OSN sole discretion, with or without cause.

### **Governing Law and Jurisdiction**

These Terms are governed by United States federal and California state law for all purposes without giving effect to any principles of conflicts of laws. You hereby consent to the jurisdiction and venue of the courts of California.

### **Indemnification**

You agree to indemnify, defend and hold harmless OSN, its shareholders, affiliates, directors, managers, employees or other representatives from and against any claims, actions or demands, liabilities and settlements including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms or any activity related to your use of this web site by you or any other person accessing the site using your password.

### **Modification**

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms.

### **Assignment**

OSN may assign its rights and duties under this Agreement to any party at any time without notice to you and/or your approval.

Questions or comments regarding this web site should be directed by e-mail to [contact@osnovative.com](mailto:contact@osnovative.com), by telephone at 1-888-519-2297 or via US mail 500 Laurelwood Rd, Ste 4, Santa Clara, CA 95054.

### **PRIVACY POLICY**

This website is intended to collect personal professional information for purposes of allowing registration of licensed practitioners authorized to prescribe prescription devices and able to obtain prescription device samples. Information you provide will be matched against other information available to OSN (e.g. license confirmation information) to confirm your ability to utilize this site. This

information will also be used to deliver requested prescription device samples to you at your request, and the reporting and other compliance purposes as required by applicable law.

### **COLLECTION OF NON-PERSONAL INFORMATION**

Non-Personal Information is information that is not personal, such as questions, comments, ideas and suggestions that you provide, or information that we may collect that is not linked to any Personal Information. Non-Personal Information will be treated as non-confidential, and we may disclose and/or use that information without any obligation whatsoever to you, for any purpose and through any means.

OSN websites may also track your usage of the site through the use of pixel tags (also called clear gifs). The information collected through use of pixel tags is not personally identifiable and is considered Non-Personal Information.

#### **1.1. How is Personal Information used?**

If you do provide us with Personal Information we may use the information to contact you, via e-mail, regular mail, telephone or other means, to provide you with information you requested about specific products or services, provide additional future information about products or services that may be of interest to you, and to learn about and develop products and services concerning a particular disease or condition (e.g. market research). Other or additional information about use of your Personal Information may appear at the point where you are asked to provide Personal Information in a form or data field.

#### **1.2. Who may Personal Information be disclosed to?**

OSN will not transfer or allow access to your Personal Information to third parties, except (i) to affiliated entities within OSN, whether inside the US or in other countries; (ii) to vendors and service providers who assist us in providing service to you (e.g., a fulfillment company for processing and mailing purposes); (iii) in connection with security related or law enforcement investigations or in the course of cooperating with authorities; (iv) to comply with legal requirements or to establish or exercise our legal rights or defend against legal claims; (v) when we believe it is necessary to share information in order to assist in an investigation regarding, or to prevent, illegal activities, suspected fraud, or situations involving potential threats to the safety of any person; and (vi) upon a sale, merger, assignment or transfer of the business of the website to which the information relates. Any affiliated entity, vendor or service provider who is permitted access to, or to whom we transfer; Personal Information is required to keep your Personal Information confidential.

### **SECURITY**

OSN takes reasonable precautions to keep Personal Information secure against unauthorized access and use.

### **UPDATES TO THIS PRIVACY POLICY**

This policy may be updated or revised from time to time, so you may want to check for updates if you access OSN websites in the future.

Thank you for your interest in OSN.