90 East Halsey Rd, Suite 359
Parsippany, NJ 07054

Compass340B Terms of Service / Use United States (U.S.)

Effective February 16, 2024

These Terms of Service / Use reflect the way Compass340B's business works, and the laws that apply to Our company. As a result, these Terms of Service / Use help define Compass340B's relationship with you as you interact with Our services.

Our Terms of Service / Use is organized in the following sections.

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Terms

Service Provider

Compass340B services are provided by, and you're contracting with:

HMG Consulting Services, LLC. dba Compass340B. Organized under the laws of the State of Wyoming, United States of America (USA), and operating under the laws of the USA.

Corporate Office located at:
90 East Halsey Rd, Suite 359
Parsippany, NJ 07054

Terms of Service / Use

The following Terms of Service / Use "**User Agreement**" governs your access to and use of this Website "**Website**" or "**Site**", including any content and Services offered through the Website. As new features are added to the Website or legal requirements change, the Privacy Policy and Terms of Use may be modified. We may update and change this User Agreement from time to time without notice to you. You are responsible for reviewing this User Agreement and the Privacy Policy (incorporated herein by reference) on a regular basis to make sure you are still in agreement to comply with them. By using or accessing the Website and Services after changes have been made to the Website, the User Agreement, or Privacy Policy, you agree to accept those changes.

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When we refer to ourselves as "**Our**", "**Us**", "**We**", "**Compass340B**", "**ClaimCheck**" or "**HMG**", we mean HMG Consulting Services, LLC. dba Compass340B and all of its subsidiary companies.

This Agreement and any documents expressly incorporated by reference constitute the entire agreement between Compass340B and the User pertaining to the subject matter hereof, and supersede all prior agreements, representations, and warranties, both written and oral with respect to the Website. From time to time, where certain laws/jurisdictions apply, We, when necessary, may make amendments. Users shall regularly review the User Agreement that is posted on the Site. If User has any questions about the User Agreement, contact us at info@compass340B.com. These Terms of Use shall survive termination of the User Agreement.

Types of Users

Any person accessing the Website or other Services provided by Us through this Website, either manually or via an automated device, handheld device, application, or program, to the extent permitted hereunder, shall be considered a "User." All Users are bound by the terms of this User Agreement. All Users must be at least 13 years of age, and if the User is under 18 years of age, a parent or legal guardian must accept this User Agreement on behalf of the User.

What You Can Expect From Us

Provide Useful Services. We provide a broad range of services that are subject to these terms, including:

- Applications like ClaimCheck

Many of these services also include content that you can interact with.

Develop, Improve, and Update Compass340B Services. We're constantly developing new technologies and features to improve Our services. For example, we use artificial intelligence and machine learning to provide you with simultaneous translations, and to better detect and block spam and malware. As part of this continual improvement, we sometimes add or remove features and functionalities, increase, or decrease limits to Our services, and start offering new services or stop offering old ones. When a service requires or includes downloadable software, that software sometimes updates automatically on your device once a new version or feature is available. Some services let you adjust your automatic update settings.

If we make material changes that negatively impact your use of Our services or if we stop offering a service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues. We'll also provide you with an opportunity to export your content from your account, subject to applicable law and policies.

What We Expect From You

Although we give you permission to use Our services, we retain any intellectual property rights we have in the services.

Acceptance of Terms. This User Agreement is a legally binding contract. By using this Website, you accept and agree to be bound by this User Agreement and all applicable terms and restrictions. You agree that you are able to accept the Terms of Use for the Website and Services and that you will use the Website

and Services in a manner consistent with these Terms of Use. Compass340B provides access to this Website and the other Services provided by Us through this Website, either in whole or in part, through the Internet subject to your acceptance of the User Agreement, which may be amended by Us at any time.

Any changes to this User Agreement will be communicated through this Website and will be effective 30 days after the date of such update. By becoming a User (as defined herein) of the Website, you agree to be bound by the terms of this User Agreement. When using a particular service through this Website, you may also be subject to any posted guidelines, rules, terms of service, codes of conduct or other contractual provision as noted, including the Disclaimer, Privacy Policy, and User Agreement.

Acceptable and Lawful Use: No Endorsement of Content. Users shall comply with all appropriate laws, statutes, and regulations regarding the use of this Website. Compass340B makes no representations or endorsements regarding the quality, accuracy, and reliability of information posted on the Website. User shall comply with all applicable privacy and security laws, including but not limited to the Health Insurance Portability and Accountability Act and its implementing regulations at 45 CFR Parts 160-164, as amended from time to time, with respect to any information accessed using this Website.

Protecting Your Information. You agree to keep any correspondence you receive relating to the Website and Services (including, but not limited to, your user ID, passwords, other registration information, e-mails, or any other information, hereinafter referred to as "**Services**" confidential and in a safe place. You agree that you will not provide your user ID or password to any other person. If other people have access to yOur computer, handheld device, user ID or password, or other personal information, they may be able to access information you have obtained from the Website and Services. You agree to implement reasonable and appropriate safeguards to ensure that unauthorized persons do not have access to the information accessed through the Website or Services. Compass340B is not responsible for the security of privacy of any such information under these circumstances. You agree to notify us immediately at info@Compass340B.com if you learn of or suspect any loss or unauthorized use of your login information (user ID or password). You agree that Compass340B may suspend or terminate your access to the Website and Services at any time if it believes this is necessary or appropriate to protect the privacy or security of the Website or Services or any information accessible through the Website or Services. Compass340B is also not responsible for the security of your internet access services provider, and you should review their security and privacy policies carefully.

You also agree that Our Privacy Policy applies to your use of Our Services.

Permission to Use your Content / Data. Some of Our Services are designed to let you upload, submit, store, send, receive, or share your content / data. You have no obligation to provide any content to Our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful and meets HIPPA and privacy requirements.

Your Account. If you meet this age and your organization requirements an account may be created for your convenience and use of the Site. Our Services require that you have an account in order to work.

You're responsible for what you do with your access, including taking reasonable steps to keep your account secure.

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Using Our Services on Behalf of an Organization or Business. Many organizations, such as 340B Drug Discount Program participants and vendors utilize of Our services. To use Our services on behalf of an organization:

- An authorized representative of that organization must agree to these terms
- your organization's administrator may assign an account to you. That administrator might require you to follow additional rules and may be able to access or disable your account.

User agrees to use the Website and Services only for lawful purposes and in a manner consistent with their intended use and these Terms of Use. We may, at any time and without notice, prohibit access to the Website and Services to any individuals whom We determine are using the Website and Services in a way not permitted under these Terms of Use, or is restricting or prohibiting any other user from using or enjoying the Website and Services, or whose conduct might constitute a criminal offense, result in civil liability, or otherwise violate any applicable local, state, national or international law.

Examples of prohibited uses of the Website and Services include, but are not limited to: (a) sharing of information accessed through the Website and Services with an unauthorized third party; (b) placement on the Website and Services of any untrue, malicious, fraudulent, harassing, offensive or defamatory material, or any material that is irrelevant to a legitimate use of the Website and Services; (c) introduction of viruses, worms or other programming routines that are intended to disrupt or interfere with the operation of the Website and Services; (d) linking to or insertion of links to other sites of whatever character; (e) unauthorized changes to any data or information supplied by the Website and/or Services; (f) any activity that infringes on the copyright, patent, trademark or other rights of any other person or organization. Any unauthorized entry (commonly referred to as "hacking") into any portion of the Website or Services may constitute a crime under state and/or federal law and Users conducting such activity will be subject to prosecution of these violations to the fullest extent permitted by law. In addition, Compass340B hereby reserves all of its rights and remedies. Anyone using this Website and Services in violation of these Terms of Use will be liable to Compass340B for any and all damages suffered by Us.

Service-Related Communications. To provide you with Our Services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see Compass340B's Privacy Policy.

If you choose to give us feedback, such as suggestions to improve Our services, we may act on your feedback without obligation to you.

Content in Compass340B Services

Some of Our services include content that belongs to Compass340B for example ClaimCheck web-based Services. You may use this content as allowed by these terms and any service-specific additional terms, but we retain any intellectual property rights that we have in Our content. Don't remove, obscure, or alter any of Our branding, logos, or legal notices. If you want to use Our branding or logos, please contact use at info@compass340B.com.

Some of Our services give you access to content that belongs to other people or organizations. You may not use this content without that person or organization's permission, or as otherwise allowed by law. The views expressed in other people or organizations' content are theirs, and don't necessarily reflect Compass340B's views.

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In the Event of Problems or Disagreements

Besides the terms below, we also publish a Privacy Policy. We encourage you to read it to better understand how you can update, manage, export, and delete your information.

Dispute Resolution. Users agree to use the dispute resolution procedures set forth herein with respect to any controversy or claim arising out of or relating to this User Agreement or its breach. Any dispute between you and Compass340B arising out of or in connection with this User Agreement shall be settled by a binding arbitration in Boonton, New Jersey, in accordance with the then-current rules and procedures of Judicial Arbitration and Mediation Services, Inc. (JAMS). The arbitrator shall apply the law in accordance with the laws of the State of New Jersey. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You agree that any provision of law notwithstanding, the arbitrator shall have the authority to award the prevailing party its costs and reasonable attorneys' fees. Any disputes between you and other users of this Website are not the responsibility of Compass340B.

Governing Law; Attorneys' Fees. Although this Website may be accessed by any User worldwide, the Website and Services are intended only for use by United States residents, are presented solely as a service to visitors and subscribers located in the United States of America ("U.S.") and its territories, and therefore may not comply with legal requirements of foreign countries. Users residing outside of the U.S. and its territories who access and use this Website do so at their own risk and are responsible for complying with any of their foreign country's laws. This User Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, exclusive of its choice of law rules and matters affecting copyrights, trademarks, and patents under U.S. federal law. In any action to enforce this User Agreement, the expenses of the arbitration, including reasonable attorney's fees, will be paid for by the party against whom the award of the arbitrator is rendered.

Intellectual Property. The Website and Services contain copyrighted works, trademarks and other proprietary material owned by Compass340B or Our information providers. This Website is protected by federal and international copyright and trademark laws. If no restrictions are displayed, you may print, download, or make copies of materials, including this User Agreement, from the Website and Services for your own personal and non-commercial use only. Except as just provided, you may not copy, reproduce, publish, post, transmit, display, store, sell, sublicense, transfer or distribute material or images, or reverse engineer, decompile, disassemble, modify, or create derivative works from the Website and Services without prior express written permission from an authorized representative of Compass340B who has the authority to grant such permission. In addition, you may not modify, alter, revise, paraphrase, omit, change, create derivative works, or modify or obliterate any copyright notice or other warning on any material or images from the Website or Services without prior express written permission from an authorized representative of Compass340B who has the authority to grant such permission. Any rights not expressly granted by this User Agreement or any applicable end-user license agreements are reserved by Compass340B.

Disclaimer of Warranties. Compass340B provides access to this Website and Services "as is" and without any warranty or condition, express, implied, or statutory. Compass340B specifically disclaims any implied warranties of title, merchantability, and fitness for a particular purpose and non-infringement. The User assumes total responsibility and risk for use of this Website, website-related services or information, and hyperlinked websites. Services and information provided by hyperlinked websites, or third-parties may be subject to the additional terms and conditions of those providers. Compass340B makes no warranty that the Website or Service will meet user requirements, or that Service will be uninterrupted, timely, secure or

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error free, nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Website or Service or that any defects will be corrected. Compass340B makes no warranty regarding any goods or Services purchased through the Website or through hyperlinked Websites. No advice or information, whether oral or written, obtained by a user from Compass340B shall create any warranty not expressly made herein.

Other Limitations of Liability. Compass340B cannot and will not assume any liability for unauthorized or fraudulent use of the Website and Services. By accessing the Website and Services, you agree to hold harmless and waive all claims against Compass340B and Our related parties regarding the information provided and your use of it. In addition, you agree that under no circumstances that We or Our related parties be liable to you for any direct, indirect, incidental, special, consequential, punitive or exemplary damages -even if we have been advised of the possibility of such damages -or for any loss of profits or revenue, including but not limited to loss of sales, profit, revenue, goodwill, or downtime, (however arising in tort, contract, or otherwise) regardless of Our negligence or whether we knew or should have known of the possibility of such damages. Our entire liability and your exclusive remedy with respect to any dispute or claim related to the Website and Services is your stopping use of the Website and Services. The limitations of liability provided in this agreement inure to the benefit of Compass340B and to all of Our respective officers, directors, employees, attorneys, and agents. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such a state's liability is limited to the fullest extent permitted by law.

Indemnification. We will notify you of any claim made by a third party for liability or expense arising from your use of the Website and Services, in whole or in part, directly or indirectly. You in turn agree to indemnify, defend, and hold harmless Compass340B and its affiliates, respective officers, directors, employees, contractors, agents, and other related parties for any such claim, including reasonable attorneys' fees. This section shall survive termination of the User Agreement.

Compliance, Financial, Legal or Other Advice. The information provided on the Website and Services is also not intended nor constitutes compliance, financial, legal or advice. The User should consult an appropriate professional for specific advice tailored to the User's situation.

Severability. If an arbitrator or legal authority determines that any part of this User Agreement is illegal or unenforceable, then such part will be eliminated, and the remaining Terms of Use will remain in force and effect and continue to apply to your use of the Website and Services.

Contact Us

If you have questions, please contact us at (888) 819-4447 (toll free), email us at info@compass340B.com, or write to the following address:

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Attn: Privacy Office
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