

# **Legal Terms and Conditions**

# SCOPE

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#### INDEMNIFICATION BY USER

You agree to defend, indemnify, and hold harmless Henry Schein One, LLC and its affiliates, parents, subsidiaries, and their respective employees, agents, contractors, officers, directors, successors and assigns from all liabilities, claims, damages and expenses, including without limitation attorneys' fees and costs, that arise from your use or misuse of this Website, or use of any software application associated with the use of this Website.

#### TERMINATION

Henry Schein One, LLC shall have the right immediately to terminate this agreement with you and your use of this Website if Henry Schein One, LLC determines in its sole discretion that you have breached any of these Legal Terms and Conditions or otherwise been engaged in conduct which Henry Schein One, LLC determines in its sole discretion to be unacceptable.

#### CHOICE OF LAW AND FORUM

These Legal Terms and Conditions shall be governed by and construed in accordance with the laws of the state of California, without regard to such state's rules regarding conflicts of laws. By accessing this Website, you agree that the State

and Federal courts located in Los Angeles County, California shall have exclusive jurisdiction over all claims and actions arising out of or relating to these Legal Terms and Conditions and/or your use of this Website, and you further agree and submit to the exercise of personal jurisdiction of such courts and consent to extra-territorial service of process for the purpose of litigating any such claim or action.

# RECORDS

A printed version of these Legal Terms and Conditions and of any notice given in electronic form will be admissible in judicial or administrative proceedings relating to these Legal Terms and Conditions to the same extent and subject to the same conditions as other business documents originally generated and maintained in printed form. For purposes of any dispute, Henry Schein One, LLC's records shall be conclusive in all respects.

# INTEGRATION AND SEVERABILITY

These Legal Terms and Conditions constitute the entire agreement between you and Henry Schein One, LLC with respect to this Website and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Henry Schein One, LLC with respect to this Website. If any part of these Legal Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## **NO WAIVER**

Any failure by Henry Schein One, LLC to enforce or exercise any provision of these Legal Terms and Conditions, or any related right, will not constitute a waiver of that provision or right.

## CONSENT TO ELECTRONIC COMMUNICATION

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#### STATEMENT OF ONGOING CONSENT

You hereby agree and acknowledge that your submission of an online request constitutes your ongoing consent for Henry Schein One, LLC to contact you, electronically or otherwise, both now and in the future to notify you about potential offers, follow up, or to address customer service issues. You have the right to opt-out of receiving communications at any time by (a) following the unsubscribe instructions contained in each communication; or (b) sending an email to privacy@henryscheinone.com.

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