

McKesson SupplyManagerSM Terms of Use

Welcome to the McKesson Medical-Surgical SupplyManager Terms of Use. These Terms of Use apply to all users of McKesson Medical-Surgical SupplyManager. McKesson Medical-Surgical and its commonly owned affiliates and any other entity providing or granting use of or access to any data, information services, software, or products in any way relating to SupplyManager ("McKesson Medical-Surgical" "we" or "us"), provides access to and use of certain internal McKesson Medical-Surgical systems to you its customer via SupplyManager, which displays certain data, including, without limitation, product catalog/pricing/inventory access; product order creation/editing/submitting/tracking; product payment tracking and management; customer activity reports and analysis; product standardization and accounts receivable data. Use of SupplyManager is governed by these Terms of Use so it is important that you take a few minutes to read them. **Your use of SupplyManager is conditioned upon your acceptance without modification of the terms, conditions and notices contained in these Terms of Use.** At the end of these terms of use you will be asked the following three (3) questions: (i) **Have you read the above Terms of Use?**, (ii) **Do you understand these Terms of Use?**, (iii) **Do you agree to these Terms of Use?** You will be required to answer these questions by marking either the "Yes" box or the "No" box after the questions. By marking the "Yes" boxes you accept these terms and conditions and will be legally bound by them. You are encouraged to print a copy of these Terms of Use for your records. If we decide to change the Terms of Use, we will post those changes on this page so that you are always aware of the rules that apply to your use of SupplyManager. You will be required to accept any amendments to or supplemental Terms of Use that are posted by us by answering these questions again in the manner described above.

Establishing an account with McKesson Medical-Surgical

You may browse through and view SupplyManager at will, however, to order from us or to access certain parts of SupplyManager, your business must have a McKesson Medical-Surgical customer account, and you must be a registered user of SupplyManager. You may do this by following the instructions on the "Register Here" page assessable from the SupplyManager Home Page, accessible from <https://mms.mckesson.com>.

Those instructions form part of these Terms of Use. Upon completion of the steps listed with these instructions, you will be issued a customer account password. Your access to data using your customer account password is limited according to McKesson Medical-Surgical administrator defined access controls. Please see the "Contact Us" page accessible from the SupplyManager Home Page, accessible from <https://mms.mckesson.com> for information on how to contact us for further information about data access or if you have any questions about these Terms of Use.

Your customer account may not be transferred to, shared with or used by or on behalf of any other person. You agree that you will provide us with accurate customer account information (such as the correct customer account holder's name and a valid e-mail address at which we can easily reach you). We may update your customer account information if it becomes outdated. We may terminate your customer account or suspend your access to all or part of SupplyManager, without notice, if we, among other reasons, are unable to verify or authenticate the information you provide to us.

SupplyManager operates in a secure web environment with an advanced, multi-layered firewall technology, Secure Socket layer having up to 128-bit encryption to encrypt all data. You agree to help protect your customer account by being solely responsible for the confidentiality and use of your customer account and your customer account password and by notifying us as soon as you become aware that your customer account may have or has been used without proper authorization.

By providing to us your email address and/or facsimile number during the registration process, you have agreed that we have an existing business relationship, and we may communicate with you via email, facsimile and other means for purposes relating to your customer account, any product orders you place, marketing purposes or any other services we provide to you.

Product Order Placement

You may place a product order with us using your customer account password; provided, however, that SupplyManager can not be used to place orders that ship to locations outside of the fifty (50) states of the United States of America. All payment and other obligations, concerning such order placement are governed in a separate Supply Agreement between you and McKesson Medical-Surgical or, if you don't have a written Supply Agreement, our Standard Terms of Sale. Subject to the preceding sentence, these Terms of Use are not intended to amend such Supply Agreements.

Your responsibilities as a user of SupplyManager

Your use of SupplyManager is subject to all applicable local, state, national and international laws and regulations. You agree not to violate such laws and regulations. In addition, you agree that (i) you will not interfere with another customer's use and enjoyment of SupplyManager; (ii) you will not interfere with or disrupt McKesson Medical-Surgical's security measures; (iii) you will not interfere with or disrupt networks connected to SupplyManager and will comply with all regulations, policies and procedures of such networks; and (iv) you will comply with United States law regarding the transmission of technical data exported from the United States. **You also agree at your sole cost and expense to defend, indemnify and hold McKesson Medical-Surgical, as well as its parents, subsidiaries, affiliates, officers, shareholders, employees and independent contractors, harmless from and against any and all damages, liabilities, costs and expenses including reasonable attorneys' fees arising from any third party claims, due to or arising out of your use of SupplyManager, your violation of these Terms of Use, or your violation of the rights of any third party.**

We may terminate your McKesson Medical-Surgical customer account or suspend your access to all or part of SupplyManager, without notice, if you violate these Terms of Use or if you engage in any conduct that we, in our sole discretion, believe is in violation of any applicable law or regulation or is otherwise harmful to the interests of McKesson Medical-Surgical, any other McKesson Medical-Surgical customer or any third party. If your account is terminated, we may, but are not required to, remove some or all of your content from our servers.

Rebate Information and Net Pricing

Some SupplyManager customers may be participants in McKesson Medical-Surgical's various customer rewards programs or may receive discounts or rebates from McKesson Medical-Surgical. Such participation or receipt of discounts or rebates may result in the display of prices in SupplyManager Ordering and Item Catalog areas that are not the final price of the product.

a. Discounts or rebates are not guaranteed and are a function of purchasing patterns and compliance with the guidelines of the applicable McKesson Medical-Surgical program or written agreement and, as such, actual discounts or rebates may vary from time to time and are subject to change.

Buyer is hereby advised that he/she/it may be obligated to fully and accurately disclose the amount of any discounts, rebates, or other price reductions in cost reports or claims for reimbursement by buyer to Medicare, Medicaid or other health care programs requiring such disclosure.

Comments are Welcome

We enjoy hearing from you and welcome your comments about SupplyManager. However, if you send us a business idea or suggestion – for example, about how to improve or expand SupplyManager – you agree that we will be completely free to implement, use or modify, in any way, your idea or suggestion (or any part of it), without any payment or other obligation to you.

Intellectual Property

All materials relating to SupplyManager, including text, graphics, icons, images, content and software, are the property of McKesson Medical-Surgical or its content suppliers and are protected by United States, foreign and international copyright laws. The compilation of all content for SupplyManager is the exclusive property of McKesson Medical-Surgical. You may not reproduce, modify, distribute or republish materials contained on SupplyManager without the prior written permission of McKesson Medical-Surgical. You may not "scrape" the site in an effort to copy single or multiple text and images to transmit those materials for your own use. You may not alter or remove any trademark, copyright or other notice from copies of content. You may not reverse engineer, decompile, disassemble or copy any aspect of SupplyManager.

McKesson Medical-Surgical and all other McKesson logos and trade names are trademarks or registered trademarks of McKesson Corporation. All trademarks used on or in connection with SupplyManager, and all goodwill in and to such names and marks, are the property of their respective owners.

Confidentiality

You agree (i) to hold all non-public information including without limitation product, pricing and customer data disclosed by McKesson Medical-Surgical through SupplyManager ("**Confidential Information**"), in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for your internal business purposes. You may disclose the Confidential Information to your responsible employees with a bona fide need to know, but only to the extent necessary to carry out your internal business purposes. You agree to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of McKesson Medical-Surgical. Confidential Information will not include information that: (a) is now, or hereafter becomes, through no act or failure to act by you, generally known or available to the public; (b) was acquired by you before receiving such information from McKesson Medical-Surgical and without restriction as to use or disclosure; (c) is hereafter rightfully furnished to you by a third party without restriction as to use or disclosure; or (d) is disclosed with the prior written consent of McKesson Medical-Surgical. You recognize and agree that nothing contained in these Terms of Use will be construed as granting any rights to you, by license or otherwise, to any Confidential Information except as specified in these Terms of Use. You acknowledge that all Confidential Information is owned solely by McKesson Medical-Surgical (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, you agree that McKesson Medical-Surgical will have the right to obtain an immediate injunction enjoining any breach of these Terms of Use, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. The obligations of non disclosure, non-use and confidentiality described in these Terms of Use will remain in effect for three (3) years from the date of the last disclosure of Confidential Information, at which time such will terminate.

Limitation of Liability

By using SupplyManager, you expressly agree that such use is at your sole risk. McKesson Medical-Surgical endeavors to provide service of the highest quality, but we cannot guarantee that your use of SupplyManager will be uninterrupted or error-free. We are not responsible for claims brought by third parties arising from your use of SupplyManager.

McKesson Medical-Surgical is a distributor and not a publisher of content (including information, data and other material) supplied by third parties. Neither McKesson Medical-Surgical nor any of its affiliates, officers, directors, employees or agents or any third party content providers, merchants, sponsors, or licensors guarantees the truth, accuracy, completeness or usefulness of any content or Data on SupplyManager including but not limited to identification codes, prices and product availability, nor the merchantability or fitness for any particular purpose of such information. The prices provided by SupplyManager are not intended to be quotes or offers for sale or purchase. **Under no circumstances will McKesson Medical-Surgical (or any of its affiliates, officers, directors, employees or agents) be liable for any loss or damage caused by your reliance on information obtained through SupplyManager, whether or not such information is inaccurate and whether or not the inaccuracy is due to fault or error by McKesson Medical-Surgical.** It is your responsibility to evaluate the information, opinion, advice or other content available through SupplyManager and to closely examine the product packaging and the labeling prior to use. McKesson Medical-Surgical will not be responsible for nor be in default due to acts or causes beyond its control including but not limited to Acts of God, strikes, lockouts, communications line or equipment failures, power failures, failure of the Internet, earthquakes or other disasters.

MCKESSON MEDICAL-SURGICAL PROVIDES SUPPLYMANAGER ON AN "AS IS" BASIS AND EXCEPT AS SPECIFICALLY PROVIDED FOR WE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEROPERABILITY, COMPATIBILITY AND QUIET ENJOYMENT. WE DO NOT REPRESENT OR WARRANT THAT INFORMATION AVAILABLE THROUGH SUPPLYMANAGER IS ACCURATE, CURRENT OR COMPLETE. IN NO EVENT WILL MCKESSON MEDICAL-SURGICAL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY, UNDER ANY THEORY, INCLUDING NEGLIGENCE, FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF SUPPLYMANAGER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, ACTUAL, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST INCOME, REVENUE OR PROFITS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, SUPPLYMANAGER, EVEN IF MCKESSON MEDICAL-SURGICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. BY USING SUPPLYMANAGER, YOU AGREE THAT THIS LIMITATION WILL APPLY TO ALL SERVICES, CONTENT AND DATA AVAILABLE THROUGH SUPPLYMANAGER. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES, YOU AGREE THAT IN NO EVENT WILL MCKESSON MEDICAL-SURGICAL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION OF ANY KIND EXCEED TEN THOUSAND DOLLARS.

Any current or future links to other sites are provided as a convenience only, and we assume no responsibility or liability for the contents of those other sites or any products or services advertised or sold on those sites.

Federal Government Customer

If you are a Federal Government customer or ordering on behalf of a Federal Government customer, please notify us at government.salesadmin@mckesson.com prior to placing your order so that McKesson Medical-Surgical can support your purchase with important compliance information.

Country of Origin

If you have registered as a Federal Government customer, you will be provided country of origin for products consistent with the Buy American Act (BAA) (41 U.S.C. chapter 83 as implemented in the Federal Acquisition Regulation (FAR) § 52.225-1) and the Trade Agreements Act (TAA) (19 U.S.C. chapter 2511 et seq. as implemented in FAR § 52.225-5). The country of origin is provided in product information where appropriate and through the use of BAA and TAA compliant flags.

ACH Credit and Debit

Customer authorizes McKesson Medical-Surgical, Inc. ("McKesson"), to initiate ACH credit and debit entries to/from Customer's business account indicated above for amounts owed on invoices or statements that are provided to Customer and Customer hereby authorized Customer's named financial institution(s) (the "Institution(s)"), to accept the ACH credit and debit entries. Authority to initiate ACH credit and debit entries shall remain in full force and effect until McKesson's Credit Department has received written notice from Customer 30 days in advance of its termination of such authorization. Customer understands that Customer has the legal right to stop payment of an ACH credit or debit entry by notification to Institution; provided, prior to such action, Customer shall give McKesson 30 days written notice to permit McKesson to take any necessary actions to avoid disruptions in payment from Customer. Customer agrees to follow NACHA rules applicable to ACH transactions.

Miscellaneous

SupplyManager is created, controlled and operated by McKesson Corporation and its affiliates in the State of California, USA and the location of the applicable affiliate. If you choose to access it from another location, you are responsible for complying with local laws, if and to the extent that local laws apply. McKesson Medical-Surgical is located at 8121 Tenth Avenue North, Golden Valley, Minnesota 55427 and can be reached by telephone at (800) 328-8111.

McKesson Medical-Surgical reserves the right to change the terms of this Terms of Use, disclaimers and policies at any time and without notice. The formation, construction and interpretation of these Terms of Use will be controlled by the laws of the State of California, regarding agreements between California residents entered into and to be performed within California, giving no effect to choice of law provisions. The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Terms of Use. The Uniform Computer Transaction Act ("**UCITA**") as adopted in some States in the United States of America will not apply to these Terms of Use. Any dispute relating to these Terms of Use will be subject to the exclusive jurisdiction of the state and federal courts in San Francisco, California, U.S.A., and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts.

If any provision of these Terms of Use is held to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions.