

Terms of Service

These Terms of Service ("Terms") govern your use of Powerhouse Pharmacy RX LLC, d/b/a Powerhouse Pharmacy ("POWERHOUSE PHARMACY," "we," "us," or "our") website, services, mobile applications, and any other website or online service that POWERHOUSE PHARMACY operates and that links to these Terms (collectively, the "Services"). These Terms, together with our Privacy Policy and End User License Agreement for our App (collectively, the "Agreement"), collectively govern your use of our Services. By using our Services, you agree to accept all of the terms in this Agreement.

Please review these Terms carefully before using the Services. We may change these Terms or modify any features of the Services at any time. The most current version of the Terms can be viewed by clicking on the "Terms of Use" link posted at Powerhouse Pharmacy. You accept the Terms by using the Services, and you accept any changes to the Terms by continuing to use the Services after we post the changes.

ARBITRATION NOTICE AND CLASS ACTION WAIVER

YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 9-1-1 IMMEDIATELY.

SERVICE DISCLAIMER

Through this website, Powerhouse Pharmacy provides you with access to a variety of health information and resources, including healthcare content, news, contact information, interactive healthcare tools and other general information (together "Services"). This Website and the Services, including any updates, enhancements and new features, are subject to these Terms of Use.

POWERHOUSE PHARMACY provides prescription and OTC medications services, not limited to such as:

- Free Home delivery
- Immunizations
- Medication therapy management
- Medication synchronization
- Point of Care testing
- Unit dose packaging
- Prescription transfers

WE OFFER OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTIES. POWERHOUSE PHARMACY'S MAIN GOAL IS TO PROVIDE PRESCRIPTIONS AND OTHER RELATED SERVICES

Privacy

By using the Services, you consent to our processing your information consistent with our Privacy Policy.

Prohibited Conduct

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

- transmit any message or information under a false name or otherwise misrepresent your affiliation or the origin of materials you transmit;
- provide information that is untrue, inaccurate, not current, or incomplete;
- transmit any message or information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, or hateful;
- transmit any message or information that infringes or violates the intellectual property, privacy, or publicity rights of others;
- reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate content received through the Services to anyone else without prior express permission;
- engage in unauthorized spidering, "scraping," or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
- take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- attempt to modify, translate, decipher, decompile, disassemble, reverse-engineer, or create derivative works of any of the software comprising or in any way making up a part of the Services; or
- engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

Intellectual Property Rights

The Services are protected under the copyright laws of the United States and other countries. All copyrights in the Services are owned by us or our third-party licensors to the full extent permitted under the United States Copyright Act and all international copyright laws. You may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the Services without our written consent.

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of the Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to POWERHOUSE PHARMACY or its licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as authorized herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of POWERHOUSE PHARMACY, its affiliates, or any third party.

Password and Account Security

You are solely responsible for the security of your username and password, and for any use of the Services using your username and password. You should not share your username or password with any third party or allow any third party to access the Services using your username and password. You agree to notify us if you have any reason to believe that your username or password has been lost, compromised, or misused in any way. We reserve the right to revoke or deactivate your username and password at any time for any reason or no reason at all.

Website and Third-Party Content

The Services should not be considered medical treatment. You should always talk to an appropriately qualified health care professional for final diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. **NONE OF THE CONTENT ON THE SERVICES REPRESENTS OR WARRANTS THAT ANY PARTICULAR MEDICATION OR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU.**

The Services may provide links to third-party content. You acknowledge and agree that we are not responsible for the availability of such third-party content, and we do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content. Use of any linked third-party content is at the user's own risk.

Disclaimer of Warranties; Limitation of Liability

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS. WE DO NOT WARRANT THE ADEQUACY, CURRENCY, ACCURACY, LIKELY RESULTS, OR COMPLETENESS OF THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES, OR THAT THE FUNCTIONS PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY PARTICULAR TIMES OR FROM ANY PARTICULAR LOCATIONS, VIRUS-FREE, OR ERROR-FREE. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT INCLUDED IN THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES.

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

IN NO EVENT WILL WE, OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS AND THEIR DIRECTORS, OFFICERS, AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THE USE OF THE SERVICES, ANY INTERRUPTION IN AVAILABILITY OF THE SERVICES, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR USE, MISUSE, RELIANCE, REVIEW, MANIPULATION, OR OTHER UTILIZATION IN ANY MANNER WHATSOEVER OF THE SERVICES OR THE DATA COLLECTED THROUGH THE SERVICES, EVEN IF ONE OR MORE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR MEDICAL

MALPRACTICE OR NEGLIGENCE OF BIDDING PHARMACIES UTILIZED THROUGH USE OF THE SERVICES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIM ARISING OUT OF OR CONNECTED WITH THE SERVICES WILL BE TO CEASE USING THE SERVICES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, POWERHOUSE PHARMACY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend and hold POWERHOUSE PHARMACY and its parents, subsidiaries, affiliates, licensors, suppliers and their directors, officers, affiliates, subcontractors, employees, agents, and assigns harmless from and against any and all loss, demands, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages and liabilities related to or associated with your use of the Services and any alleged violation by you of these Terms. We reserve the right to assume the exclusive defense of any claim for which We are entitled to indemnification under this section. In such event, you shall provide us with such cooperation as we reasonably request.

Registration

We offer registration for certain programs, events, and classes that may request personal information. In order to register you may be requested to complete certain information, such as name, telephone number and email address. In addition, you may be asked during registration to tell us about health topics that you are interested in.

We may use your registration information to send you an email confirming your registration with our site, to respond to questions from you, or to notify you if there is a problem with any registrations placed. We may also, from time to time, send e-mails, with your permission, on special promotions or newsletters we think may be of interest to you.

Upon registering any of your information, please keep all of your information confidential and in a secure place. You will be responsible and liable for any and all activities that occur under your account.

Copyright notice

You may not copy, reproduce, republish, post, retransmit, or distribute in any way any of the information contained in this site without prior written consent of Powerhouse Pharmacy. Unless otherwise noted, everything that you see or read on this site is copyrighted.

Choice of Law and Forum

Important: Please Review as this Affects Your Legal Rights Related to Class Action Lawsuits and Dispute Resolution

The Services are intended for use by residents of the United States. We do not intentionally provide access to the Services to individuals located outside the United States. You agree that your access to and use of the Services will be governed by and will be construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this Agreement to arbitrate. YOU ARE WAIVING THE ABILITY TO PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ANY CLASS OR COLLECTIVE CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS OR COLLECTIVE ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use or the Agreement.

SMS

1. **Program description:** When opted-in, you will receive text messages (SMS/MMS) to your mobile number. These kinds of messages may include a response to an inquiry, real-time texts to ask and answer questions about our services and pricing, and appointment confirmations.
2. **Program frequency:** Message frequency will vary depending on the conversation.
3. **Opt out:** You can opt-out of this service at any time. Just text "STOP" to the phone number. After you text "STOP" to us, we will send you an SMS reply to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time or text "START," and we will start sending SMS messages to you again.
4. **Help:** If you are experiencing any issues, you can reply with the keyword HELP.
5. **Interruption:** Carriers, such as AT&T, T-Mobile and others similar are not liable for delayed or undelivered messages.
6. **Costs:** Message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, please contact your wireless provider.
7. **Privacy:** If you have any questions regarding privacy, please read our privacy policy link provided at the bottom of the website page.

Miscellaneous

These Terms constitute the entire agreement between you and us, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture,

partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Services.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.

Contact

For any questions or concerns, please contact us immediately via telephone at (214)350-2900 or via mail Attn: Privacy Officer, 4740 W Mockingbird Ln, STE 100B, Dallas, TX 75209