

Terms of Service

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Last Updated: [06/01/2025]

These Terms of Service ("Terms") govern your use of the website, services, and any mobile applications operated by Powerhouse Pharmacy RX LLC, doing business as Powerhouse Pharmacy ("Powerhouse Pharmacy," "we," "us," or "our"). By accessing or using any of our services, including prescription ordering, refills, delivery, or receiving SMS/text notifications (collectively, the "Services"), you agree to be bound by these Terms and our Privacy Policy.

Please review these Terms carefully. Your continued use of the Services constitutes acceptance of any updates or changes.

1. Pharmacy Services Disclaimer

Powerhouse Pharmacy offers prescription services, medication delivery, refill reminders, and pharmacy consultation. All health-related content on our website is for informational purposes only and does not constitute medical advice. You should consult a licensed healthcare provider for any medical concerns.

DO NOT USE OUR SERVICES FOR MEDICAL EMERGENCIES. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 9-1-1 IMMEDIATELY.

2. SMS/Text Message Notifications

By providing your mobile number, you consent to receive text messages (SMS/MMS) from Powerhouse Pharmacy, including:

- Prescription refill reminders
- Notifications when prescriptions are ready for pickup or delivery
- Insurance updates or issues
- Order confirmations and follow-ups

We do not share or sell your mobile number to third parties for their marketing purposes or similar.

Opt-In: You opt in when you:

- Check an opt-in box on our website or app
- Verbally or digitally agree to receive messages
- Reply "START" or "YES" to our text communications

Opt-Out: You may opt out anytime by texting "STOP." You will receive a confirmation message and no further texts. To resume, you may reply "START" or contact our team.

Help: Text "HELP" or contact us at <https://www.powerhousepharmacy.com/contact> or (214) 350-2900.

Carrier Disclaimer: Mobile carriers are not liable for delayed or undelivered messages. Message and data rates may apply.

3. User Responsibilities

You agree not to misuse our Services. You may not:

- Submit false or misleading information
- Attempt to gain unauthorized access to our systems
- Interfere with the functionality of our website
- Transmit harmful or unlawful content
- Violate the privacy of others
- Use the Services in a way that breaches local, state, or federal laws

We reserve the right to suspend or terminate accounts for violations.

4. Account Security

If you create an online account, you are responsible for keeping your username and password secure. Please notify us immediately if you suspect unauthorized use.

5. Intellectual Property

All content on our website, including logos, text, graphics, and software, is owned or licensed by Powerhouse Pharmacy. You may not reproduce, distribute, or display any materials without written permission.

6. Third-Party Content

We may link to third-party websites. We are not responsible for their content or privacy practices. Access them at your own risk.

7. Limitation of Liability

Powerhouse Pharmacy is not responsible for any indirect, incidental, or consequential damages resulting from:

- Delays in prescription fulfillment or delivery
- Use or misuse of information on our website
- Website or system outages
- Errors caused by user-submitted information

You agree that your exclusive remedy is to stop using the Services.

8. Indemnification

You agree to indemnify and hold harmless Powerhouse Pharmacy, its employees, affiliates, and agents from any claims, damages, or expenses resulting from your use of the Services or your breach of these Terms.

9. Dispute Resolution & Arbitration

All disputes shall be resolved by binding individual arbitration under the rules of the American Arbitration Association. You agree to waive any rights to a class-action lawsuit or jury trial.

This agreement is governed by the laws of the State of Texas, without regard to conflict of law principles.

10. Contact Information

For questions, assistance, or complaints, please contact us:

Phone: (214) 350-2900

Address: 4740 W Mockingbird Ln, Ste 100B, Dallas, TX 75209

Website: www.powerhousepharmacy.com

11. Entire Agreement

These Terms and our Privacy Policy represent the entire agreement between you and Powerhouse Pharmacy regarding use of the Services. If any part of these Terms is held invalid, the remaining sections remain enforceable.