



TERMS AND CONDITIONS

Welcome to therminder.com. Quantum Mechanic, Inc. and/or its affiliates ("therminder") provide website features and other products and services to you when you visit therminder.com, contact therminder, or otherwise interact with therminder, use therminder products or services, use therminder applications for mobile, or use any software provided by therminder in connection with any of the foregoing (collectively, "therminder Services"). therminder provides the therminder Services subject to these Terms of Use.

By using therminder Services, you agree to these Terms of Use. Please read them carefully. If you do not agree, do not use the therminder Services.

therminder may amend any part of these Terms of Use at our sole discretion by posting the revised Terms of Use on the therminder website. You should periodically check these Terms of Use for changes. Your continued use of the therminder Services following the posting of any changes to these Terms of Use constitutes your acceptance of the terms.

Privacy

Our Notice of Privacy Practices describes how your health information may be used and disclosed and how you can get access to this information. The therminder Services are also governed by our Privacy Policy.

Content

All information, data, software, photographs, graphics, videos, text, images, typefaces, sounds, logos, and other material, including but not limited to the selection, coordination, arrangement, and enhancement of such content, contained on any therminder Service is owned, controlled, or licensed by or to therminder, and is protected by trade dress, copyright, patent, trademark, and other intellectual property rights and laws. You may not use the therminder name, any related logos or trademarks, or any of the content described above without the express written consent of therminder.

Health-Related Content

Please carefully review product information and package inserts regarding dosage, warnings, interactions, and other information before administering or using any device, drug, herb, vitamin, or supplement received through any therminder Service. For other health-related content provided we try to be as accurate as possible, however such content is for reference only and describes general principles of health care and are not specific instructions for individual patients. If you have any questions about health-related content, please contact us at 855-723-7626 or your prescriber.

License and Access

Subject to your compliance with these Terms of Use therminder or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the therminder Services. This license does not include any resale or commercial use of any therminder Service, its contents (including the content described above); any collection and use of any product listings, descriptions, or prices; any derivative use of any therminder Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms of Use are reserved and retained by therminder or its licensors, suppliers, publishers, rightsholders, or other content providers. No therminder Service, nor any part of any therminder Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of therminder. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of therminder without therminder's express written consent.

You must be at least 18 years of age to use the therminder Services. Caregivers who are at least 18 years of age may create an account on behalf of a minor, but minors may not use the therminder Services. You may not misuse the therminder Services. You may not post or transmit through any therminder Service any content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), otherwise injurious to third parties or objectionable, contains or consist of software viruses or any form of "spam" or unsolicited commercial electronic messages. You may use the therminder Services only as permitted by law. The licenses granted by therminder terminate if you do not comply with these Terms of Use.

Your Account

You may need your own therminder account to use certain therminder Services and may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method for an amount owed that is not covered by insurance (such as copays or cash purchases), we may charge any other valid payment method associated with your account. To learn more, please click here. For your account, you agree to provide and maintain true, current, and complete information about yourself. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You may choose to give access to a caregiver who can access your account on your behalf by following the process here. Except as provided in our Notice of Privacy Practices, therminder reserves the right to refuse service, suspend or terminate your account, terminate your rights to use therminder Services, remove or edit content in its sole discretion.

Communications with therminder

When you use therminder Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications (including emails, texts, mobile push notifications, or notices and messages on this Web site or through other therminder Services) by or on behalf of therminder to any email address, phone number, or mobile device associated with your account or otherwise directly or indirectly provided to therminder. You can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. These communications may include personal information about your prescriptions, treatment, or benefits, and, in connection with such communications, we may use pre-recorded/artificial voice messages and/or automatic dialing devices. If you choose to share access to your mobile phone, carrier account, email, or therminder account with others those individuals might also be able to see this information. Our Notice of Privacy Practices provides more information on how you may receive communications from us.

App Permissions

When you use apps created by therminder, you may grant certain permissions to us for your device. You may be able to change the permissions given to us by modifying your device settings.

Sanctions and Export Policy

You may not use any therminder Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using therminder Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.

Multiple Facilities

therminder has multiple facilities as part of its pharmacy network under common ownership. Your prescription may be processed and medication order filled at any site in compliance with pharmacy regulations. The dispensing pharmacy will always be identified on the prescription label. All therminder pharmacy locations can be found in our Service Guide.

Disclaimer of Warranties and Limitation of Liability

THE therminder SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE therminder SERVICES ARE PROVIDED BY therminder ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. therminder MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE therminder SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE therminder SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE therminder SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, therminder DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. therminder DOES NOT WARRANT THAT THE therminder SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE therminder SERVICES, therminder'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM therminder ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, therminder WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY therminder SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY therminder SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

TO THE FULL EXTENT PERMISSIBLE BY LAW, IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, therminder IS FOUND TO BE LIABLE TO YOU, therminder'S LIABILITY WILL NOT EXCEED THE FEES PAID BY YOU FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED.

Disputes

Any dispute or claim relating in any way to your use of any therminder Service, or to any products or services sold or distributed by therminder or through therminder.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, therminder will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Applicable Law

By using any therminder Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and therminder.

Site Policies and Modification

Please review our other policies, such as our Service Guide posted on this site. These policies also govern your use of therminder Services. therminder reserves the right to make changes to our web site, policies, and these Terms of Use at any time.

Severability, Waiver, and Entire Agreement

If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term. therminder's failure to insist upon strict performance of any provision of these Terms of Use and policies will not be construed as an implicit waiver of any provision or right.

These Terms of Use and policies constitute the entire agreement between you and therminder governing your use of the therminder Services.

Copyright Infringement Complaints

therminder respects the intellectual property of others. If you have a copyright concern, please follow our Notice and Procedure for Making Claims of Copyright Infringement

Questions or Additional Information

Email: hello@therminder.com

Mailing Address:

Quantum Mechanic, Inc.

PO Box 931

Getzville, NY 14068

Customer Care Center: 1-855-723-7626