

Terms and Conditions of Use | PharmacyNC, LLC | Online Website

Agreement to Terms of Use

Thank you for visiting the PharmacyNC, LLC online website which includes this website (www.pharmacync.com) and the information, community and services that we provide to you and other users. We want to assure you and other users that your website experience is safe and stress free.

BY USING OUR ONLINE WEBSITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, FEEL FREE TO CALL US DIRECT AT 919-977-8001.

Your continued use of the online website following the posting of any changes to these Terms of Use will mean that you accept and agree to such changes. If you do not agree to the terms, you are not authorized to use the site. You agree that PharmacyNC may change these terms from time to time, without advance notice. You will always be able to view the most current version by clicking on the link at the bottom of the site. As long as you comply with these Terms of Use, PharmacyNC grants you a personal, non-exclusive, non-transferable, limited privilege to access and use of our Website Experience.

Electronic Communications

When you visit the Site or send emails to PharmacyNC, you are communicating with PharmacyNC electronically. You certify the information you entered is accurate and give permission for PharmacyNC to contact you. Aside from email, PharmacyNC may use SMS text communications to interact and you have a choice to opt out if you choose. The messages will include limited personal information about prescriptions,

treatment, and you may stop receiving alerts via text or email by contacting PharmacyNC at any time.

Your Account

You must be 18 years of age or older to use our website. If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. PharmacyNC reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. Certain information or services offered may require you to create an account (including setting up a User ID and password). PharmacyNC cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. For your account, you agree to provide true, accurate, current and complete information about yourself. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current and complete. If you provide any information that is fraudulent, inaccurate, not true or not current, we reserve the right to suspend or terminate your account without notice and refuse any and all current and future use of this website experience. You agree that we shall not be liable to you or any third party for any termination of your access to your account. You also acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. Your account Information and certain other information about you is subject to our Privacy Policy.

Limited Authorization to Use Protected Material

You acknowledge and agree that Site, information, content, and software presented to you through the Site or used in connection with the Site contain proprietary and confidential information that is protected under U.S. and international intellectual property laws, including copyright, trademarks, website marks, patents or other proprietary rights and laws. Except as expressly authorized by us or our advertisers, you agree not to sell, rewrite, modify, redistribute, create derivative works, or rent site of any information presented to you through the Website, in whole or in part.

You may look at our Website online, download individual articles to your personal or handheld computer for later reading, and even print a copy of an article for yourself. You may not remove any copyright notices, trademark, service mark or other proprietary rights notices from our materials. We reserve all of our other rights not granted in these Terms of Use. You agree not to access the website by any means other than through the interface that is provided by us for use in accessing the website. Removing or altering any copyright or other legal notice included with Information on the Site is prohibited. PharmacyNC also owns a copyright in the Site as a collective work and/or compilation, and in the selection, coordination and arrangements of the Site's content. Except as otherwise expressly stated herein, you are not granted any license to use, or right in, any Intellectual Property on the Site. Non-compliance relating to displaying, downloading and reproduction of the Information, and the use of the Intellectual Property displayed or otherwise made available on the Site, constitutes a material breach of the Terms and immediate forfeiture of the above limited authorization.

Accuracy; Limitation of Liability and Exclusion of Warranties

PharmacyNC makes reasonable efforts to ensure that all information contained on the website is accurate and up to date. Nevertheless, you must evaluate the information and content of the websites. Your use and browsing of the website is exclusively at your own risk and the website is provided to you as-is without warranty of any kind. PharmacyNC makes no warranties, express or implied, with respect to the use of the website and the materials contained herein. PharmacyNC does not warrant that (a) the website will be error-free, uninterrupted or secure, (b) defects will be corrected, (c) your use of the site will meet your requirements, or (d) any content or information on the site is correct, reliable, current or complete. PharmacyNC also expressly disclaims any liability for any damage to or viruses that may infect your computer equipment or other property as you access or browse the site or download material from the site. Under no circumstances shall PharmacyNC, its subsidiaries, affiliates, or their respective officers, employees or agents be liable for any indirect, incidental, or punitive damages.

Non-Proprietary Information

For any and all materials or content that you post or otherwise provide to PharmacyNC in connection with the website, you grant PharmacyNC irrevocable, perpetual, royalty-free worldwide license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and otherwise exploit such materials in any and all media or distribution formats, methods, and channels (now known or later developed). You acknowledge and agree that PharmacyNC may sublicense these rights.

Privacy

PharmacyNC takes your privacy seriously. Your use of our website constitutes the acceptance of our Privacy Policy, which is incorporated by reference into the Terms. Please read our privacy policy, which explains how we handle personal data collected by PharmacyNC via this Site. Note that any third party Web sites linked to the Site have their own privacy policies, which may or may not differ from our policy. You are responsible for reviewing the privacy policies of these Websites to determine if these privacy policies are acceptable to you. PharmacyNC reserves the right to change its privacy policy without prior notice. You are responsible for periodically reviewing our privacy policy. Your continued use of the Site will be deemed an acceptance of the privacy policy then in effect. Please review our Privacy Policy, which also applies to your use of the Website Experience. To view our full Privacy Policy, click [here](#).

Links to Third Party Sites

The Site may contain links to other Websites or frame information from other Websites that are not under the control of PharmacyNC. PharmacyNC is providing these links and/or frames to you for your reference only. PharmacyNC makes no endorsements, warranties or representations of any kind whatsoever regarding those websites.

Intended Audience

The Site and the services described on the Site are intended for adult individuals only. You must be at least 18 years of age to access or use the Site. By using the Site, you are affirming that you are 18 years of age and are fully able and competent to

enter into, abide by and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms of Use. You acknowledge and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Website and/or Services. You represent and warrant that: (a) you either are the sole and exclusive owner of any and all materials that you make available through the Website, or you have all rights, licenses, consents and releases that are necessary to grant to PharmacyNC the rights in such materials; and (b) you are not infringing, misappropriating or violating a third party's intellectual property rights; and/or (c) you will not use the Services in violation of any applicable law or regulation.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Restrictions on Content and Site

You agree that you will not, nor will you permit any third party to do any of the following while accessing or using the Site: (a) use the Site for any purposes not expressly provided for in this Terms of Use; (b) scan, probe, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (c) interfere with, disrupt, or damage the Site or access of any user, host, or network, including without limitation, sending a virus; cancel bots; Trojan horses; overloading, flooding, spamming, mail-bombing the Site, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Site; or similar methods or technology; (d) use our communication tools to send spam; and (e) engage in conduct that is illegal in any way.

Indemnification

You agree to indemnify, defend, and hold PharmacyNC, its subsidiaries, its affiliates, or their respective officers, directors, employees, suppliers, licensors and agents (and its and their successors, officers, directors and employees) harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses

and damages (including attorneys' fees) arising out of or relating to (a) your use of the Site; and (b) a violation of these Terms of Use.

Release

By using the any of the Sites you acknowledge and agree that you release, remise, and forever discharge PharmacyNC, its subsidiaries, its affiliates, and their respective officers, directors, employees, suppliers, licensors and agents (and its and their successors, officers, directors and employees) from any and all claims, complainants, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature whatsoever, whether known or unknown that arise out of or are in any way related to your use of this Website and/or Services. If you are a California resident, you waive California Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." Use of our Website Experience is at your own risk. Proper treatment of health conditions depends upon a number of factors, including, but not limited to, your medical history, diet, lifestyle and medication regimen. Your health care provider can best assess and address your individual health care needs. You should consult with your health care provider before starting a new diet, fitness or supplement regimen. If you are experiencing a medical crisis, please call 911 or contact your local emergency assistance service immediately.

Miscellaneous

If PharmacyNC, in its sole discretion, determines that a violation of the Terms has occurred, PharmacyNC may pursue any of its legal remedies. However, the failure of PharmacyNC to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. In the event that any provision of the Terms is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. The section titles in the Terms are for convenience only and have no legal or contractual effect. These Terms of Use are personal to you and you may not assign

these Terms of Use, or your rights or obligations hereunder, to any third party, without our consent. Any attempted assignment without such consent is void. Any provision of these Terms of Use (including all other incorporated terms) that is intended by its terms to survive termination will survive. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between you and PharmacyNC regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral as it relates to the Site. If any part of these Terms of use is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not affect any other provision of these Terms of Use, all of which remain in full force and effect. You agree that all matters, including all disputes, relating to your access to or use of PharmacyNC information or services on our website, including its contents, will be governed by the laws of the State of North Carolina without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts for Wake county, North Carolina and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In the event of any controversy or dispute between PharmacyNC and you arising out of or in connection with your access to or use of PharmacyNC information or services or of the Online Experience, including its Contents, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Feedback and Information

PharmacyNC welcomes your feedback. Any feedback you provide will be deemed to be non-confidential. PharmacyNC will be free to use such information on an unrestricted basis. Feel free to email us at hello@pharmacync.com