

## CONNECTYX CONDITIONS – TERMS OF USE

Welcome to the Connectyx™ Web site. By using the Connectyx Web site YOU AGREE TO BE BOUND BY ITS CONDITIONS OF USE (explained below), LEGAL NOTICES, PRIVACY POLICY and all disclaimers and terms and conditions that appear elsewhere on the Connectyx Web sites. The policies of Connectyx products may differ substantially from those applicable to your use of the Connectyx Web sites.

References to Connectyx herein refer to Connectyx.com, Med-Flash.com, MedSync.com, MRN Manager.com or their affiliates, subsidiaries and designees as deemed appropriate by Connectyx.

Connectyx reserves the right to make changes to the Connectyx Web sites and its Conditions of Use and Legal Notices at any time. Each time you use the Connectyx Web site, you should visit and review the then current Conditions of Use, Legal Notices and Privacy Policy that apply to your transactions and use of this site. If you are dissatisfied with the Connectyx Web site, its content or Conditions of Use and Legal Notices, you agree that your sole and exclusive remedy is to discontinue using the Connectyx Web site.

Tampering with the site, misrepresenting the identity of a user, using buying agents or conducting fraudulent activities on the site are prohibited.

### **Disclaimers and Limitation of Liability**

By using the Connectyx Web sites, you expressly agree that use of the Connectyx Web sites is at your sole risk. The Connectyx Web sites are provided on an "AS IS" and "as available" basis. Neither Connectyx nor its parent company, affiliates, subsidiaries or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Associates") warrant that use of the Connectyx Web sites will be uninterrupted or error-free. Neither Connectyx nor its Associates warrant the accuracy, integrity or completeness of the content provided on the Connectyx Web site or the products or services offered for sale on the Connectyx Web sites. Further, Connectyx makes no representation that content provided on the Connectyx Web site is applicable to, or appropriate for use in, locations outside of the United States. Connectyx and its Associates specifically disclaim all warranties, whether expressed or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No oral advice or written information given by Connectyx or its Associates shall create a warranty. Some states do not allow the exclusion or limitation of certain warranties, so the above limitation or exclusion may not apply to you.

Under no circumstances shall Connectyx or its Associates be liable for any direct, indirect, incidental, special or consequential damages that result from your use of or inability to use the Connectyx Web sites, including but not limited to reliance by you on any information obtained from the Connectyx Web sites that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance. The foregoing Limitation of Liability shall apply in any action, whether in contract, tort or any other claim, even if an authorized representative of Connectyx has been advised of or should have knowledge of the possibility of such damages. User hereby acknowledges that this paragraph shall apply to all content, merchandise and services available through the Connectyx Web sites. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## CONNECTYX CONDITIONS – TERMS OF USE

### Intended for Users Over 13

The Connectyx Web sites is intended for use by individuals 13 years of age or older. The Connectyx Web sites is not directed for use by children under the age of 13. Users under the age of 13 should get the assistance of a parent or guardian to use this site.

### **Product Display/Colors**

The Connectyx Web sites attempts to display product images shown on the site as accurately as possible. However, we cannot guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using.

### **Errors on Our Site**

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Connectyx reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Connectyx will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your purchase, you may return it in accordance with Connectyx's Return Policy.

### **Pricing Policy**

Online prices and selection generally match those in our stores, but may vary. Prices and offers are subject to change.

### **Online Price Guarantee**

We will refund 100% of the difference if a price\* on Med-Flash.com is reduced within 30 days of the shipping, pickup or special delivery. You may receive the lower price only by calling 800-526-8006. We will honor the lower price only if it is displayed on our Web site when you notify us. Exclusions apply.

\*Exclusions: The Price Guarantee does not apply to our or our competitors' free offers, limited-quantity items, clearance items, mail-in offers, financing, bundle offers or pricing errors.

### **Sales Tax Policy**

Connectyx collects and remits sales tax as required by U.S. law, for transactions on our Websites. If you're a tax-exempt entity, you can take advantage of tax-exempt status, as well as for applicable purchases made online through our web portals.

Connectyx for Business will also gladly assist you with placing a tax-exempt order. Please

## CONNECTYX CONDITIONS – TERMS OF USE

call 1-800-526-8006. Connectyx reserves the right not to sell to resellers.

### **Paying for Your Order**

You may pay for your orders with Connectyx gift cards, our electronic digital coupons and with a Connectyx credit card or major credit cards issued in the United States of America. Currently, we accept Visa®, MasterCard®, American Express® and Discover® Card.

Generally, credit and debit card are not charged until we either ship the item(s) to you or confirm store availability (at which time you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges). However, we may pre-authorize your order amount with your credit or debit card issuer at the time you place the order, which may have an effect on your available credit line. Please contact your credit card issuer for more information.

If you ordered a special delivery item, you will be charged once a delivery time is confirmed. For digitally delivered orders, your credit or debit card will be charged at the time that you initiate the download of the product.

Digital coupons are not redeemable toward the purchase of Connectyx gift cards.

#### Using Promotional Codes

Using Promotional Codes Unlike credit or debit cards, Promotional Codes used on Digital Redemption Coupons are debited at the time an order is placed. Digital Coupons will automatically be redeemed to purchase totals, up to the total purchase amount. Digital Coupons must be used prior to their noted expiration date and within a single transaction. Coupon cannot be replaced if it is lost, stolen, deleted, or if you cancel or return your purchase. In the event of a reduction in price below the coupon value, the excess value of the coupon will not be refunded. For more information, see Digital Coupons in our Help section and review details of each respective Digital Coupon offer.

#### Using Gift Cards

Gift cards, unlike credit or debit cards, are debited at the time an order is placed. Gift cards will automatically be redeemed to purchase totals, up to the total purchase amount. In the event the total purchase amount exceeds the value of the gift card, you will be required to use another gift card or a credit or debit card to pay the difference. Any amount charged to a credit or debit card will be treated as set forth above. In the event of a partial return of an order using both a gift card and a credit or debit card, returned amounts shall first be credited to the credit or debit card, and any remaining balance will be credited back to the gift card.

#### Validating Your Order

After you place an order using our shopping cart, we will check the information you give us for validity, by verifying your method of payment or shipping address. We reserve the right

## CONNECTYX CONDITIONS – TERMS OF USE

to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will attempt to notify you using the e-mail address you have given us with the order.

Your credit or debit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card.

### **Order Acceptance/Confirmation**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Connectyx Web sites reserves the right at any time after receipt of your order to accept or decline your order for any reason.

### **Return Policy**

All sales made through the Connectyx Web sites are subject to Connectyx's return policy. For a complete explanation of the return policy, please see Returns section.

### **Order Limitations**

We reserve the right to reject any order you place with us, and/or or to limit quantities on any order, without giving any reason. If we reject your order, we will generally attempt to notify you using the e-mail address you gave us when you placed the order.

#### Order Limitations/Limited Quantities

Connectyx may, at its own discretion, limit or cancel quantities purchased per person, per household or per order. Connectyx also reserves the right to reject any order you place with us. These restrictions may include orders placed by the same Connectyx Web site accounts, the same credit card, and orders that use the same billing and/or shipping address. In the event we make a change to an order, we will attempt to notify you by contacting the e-mail and/or billing address provided at the time the order was made. Connectyx reserves the right to limit or prohibit sales to dealers.

### **Shipping**

All orders placed on this site are subject to product availability and will be shipped according to Connectyx's shipping policies.

In the rare event that your order never arrives, notification of lost items must be received within 60 days from receipt of the shipping confirmation e-mail.

## CONNECTYX CONDITIONS – TERMS OF USE

Please review the Shipping & Deliveries section for additional information on shipping times, rates and policies.

### **Termination of Use**

Connectyx may, in its sole discretion, terminate your account or your use of the Connectyx Web sites at anytime. You are personally liable for any orders that you place or charges that you incur prior to termination. Connectyx reserves the right to change, suspend or discontinue all or any aspects of the Connectyx Web site at any time without prior notice.

### **Shipping Options**

Connectyx offers three shipping options for in-stock products within the U.S.: Standard, Expedited and Express.

**Note:** Shipments to P.O. boxes can only be sent via United States Postal Service (USPS) Standard shipping. You may also be limited to one or two shipping options for larger items, for shipments to certain destinations, and for certain oversized that require delivery.

Shipments to APO and FPO addresses are also limited to standard shipping, but involve slightly different timelines.

### **Shipping Costs**

Shipping costs will be noted per item during the checkout process or you may estimate shipping costs from the cart before checkout. We will automatically default to the least expensive method of shipping available, but you will have the option to upgrade your shipping to a different service during the checkout process. If Standard shipping is not available for the item you selected, your shipping level will default to Expedited service.

Shipping cost is calculated on a "per item" or "per pound" basis and is based on the level of shipping service selected (Standard, Expedited, Express).

Connectyx gift cards are shipped free of charge via Standard service. Gift cards can also be sent via Expedited or Express for a nominal fee.

### **Shipping to Alaska and Hawaii**

There is no extra shipping fee to Alaska and Hawaii with Standard service. There is, however, an additional UPS surcharge of \$10 per item for items shipped with Expedited service, and \$15 per item for Express service.

### **Shipping Carriers**

To ensure that your package arrives safely and securely, Connectyx partners with shipping industry leaders **UPS, UPS Mail Innovations, MailExpress** and the **United States Postal**

**Service (USPS).** You may receive a shipping confirmation e-mail that will confirm which specific carrier was used for your products. Items requested to ship Expedited or Express shipping will be shipped by UPS. UPS, MailExpress and the USPS are utilized for Standard shipping.

You may notice that MailExpress or UPS Mail Innovations begin the process on many shipments arriving from the USPS. That's because the MailExpress and UPS Mail Innovations Processing Facility works in conjunction with the USPS. The chart below illustrates how deliveries process through MailExpress or UPS Mail Innovations and USPS.

### **Back-Ordered Products**

A back-ordered product is a product that is temporarily out of stock. If a product *you have already ordered* becomes back-ordered, you will be sent an e-mail notification. After receiving this e-mail, you can choose to wait for the item or cancel your order.

- Backorders remain active for 30 days. If back-ordered items are not available within 30 days, they are automatically canceled. Five (5) days before it is scheduled to cancel, you will receive an e-mail which will ask whether you would like your backorder to be extended. At that time, you may extend the backorder by contacting Customer Care. Extension periods vary by product.

We do not charge your credit card until your item actually ships.