

# Active Medical Supply™ Online Experience

## Terms of Use

### Agreement to Terms of Use

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### Content

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Any health-related content residing on the Online Experience describes general principles of health care that should not be construed as specific instructions for individual patients. It is not intended as a substitute for a consultation with your physician, and should not be used to diagnose or treat a health problem without consulting your physician. It is for reference only and should not be used to determine treatment for specific medical conditions—only a health care provider can do that. The Online Experience and its health-related information and resources are not intended and must not be taken as the rendering of medical, nursing or professional health care advice or services, or the practice of medicine, nursing or professional health care in any jurisdiction. You should discuss the information provided with a physician, pharmacist, nurse or other licensed health care professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions and contraindications before administering or using any device, drug, herb, vitamin or supplement discussed on this Online Experience.

You understand and agree that in no event will Active Medical Supply be liable for any decision made or action taken in reliance on the information contained on, or accessible through, the Online Experience. Reliance on any information provided by, or otherwise appearing on, the Online Experience is solely 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.

### Links to Third Party Sites

This Online Experience may contain links to other independent third-party web sites. Active Medical Supply provides these links for your reference only. Active Medical Supply does not control these web sites, and Active Medical Supply is not responsible for, and does not endorse, their content and resources or any services offered through such third-party web sites.

## Privacy

Please review our Privacy Policy, which also applies to your use of the Online Experience.

## Electronic Communications

When you visit the Online Experience or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Online Experience. 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.

## Your Conduct

You must be at least 18 years of age to use the Online Experience. You agree not to interrupt or attempt to interrupt the Online Experience's operation or any other person's use of the Online Experience in any way. Any conduct by you that, in our sole discretion, restricts, inhibits or interferes with the ability of any other user to enjoy this Online Experience will not be permitted, including by means of hacking or defacing any portion of this Online Experience, or by engaging in password "mining," spamming, flooding or other disruptive activities.

You may not use the Online Experience or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Active Medical Supply or others. You are prohibited from posting on or transmitting through the Online Experience any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent or racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law. You may not use any "deep-link," "page-scrape," "robot,"

"spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Online Experience or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Online Experience or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Online Experience.

Active Medical Supply reserves the right to terminate or suspend your access to and use of this Online Experience without notice, if we believe, in our sole discretion, that it is in violation of these Terms of Use or any applicable law or it is harmful to our

interests or the interests, including intellectual property or other rights, of another user or other third-party.

### Accounts, Passwords and Security

Certain information or services offered on or through this Online Experience may require you to create an account (including setting up a User ID and password). You are responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access this Online Experience using your account or User ID. Active Medical Supply 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, untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete 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 Online Experience. Because any termination of your access to the Online Experience may be effected without prior notice, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or this Online Experience. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to your account or this Online Experience.

By using the Online Experience, you also acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Online Experience 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.

### Wireless Phone Policy

By providing your wireless phone number to Active Medical Supply, you expressly consent to Active Medical Supply calling you at this phone number—in person or through an automated system.

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## Indemnification

You agree to indemnify and hold Active Medical Supply, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Active Medical Supply by any third party due to or arising out of or in connection to your violation of these Terms of Use, or with your use of this Online Experience.

## Governing Law; Choice of Forum; Dispute Resolution

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 Active Medical Supply information or services or of the Online Experience, including its Contents, will be governed by the laws of the State of Indiana without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and

federal courts for Marion County, Indiana, 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 Active Medical Supply and you arising out of or in connection with your access to or use of Active Medical Supply 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

Active Medical Supply welcomes your feedback. Any feedback you provide at the Online Experience will be deemed to be non-confidential. Active Medical Supply will be free to use such information on an unrestricted basis.

### Copyright Infringement Complaints

Active Medical Supply respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on the Online Experience in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
3. Identification of the URL or other specific location on the Online Experience where the material that you claim is infringing is located;
4. Your address, telephone number and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement on the Site can be reached by mail as follows:

Active Medical Supply  
Attn: Copyright Agent

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Active Medical Supply may elect to monitor areas of the Online Experience by electronic or other means and may disclose any Content, records, Submissions or electronic communication of any kind (i) to satisfy any law, regulation or government request; (ii) if such disclosure is necessary or appropriate to operate the Online Experience; or (iii) to protect our rights or property or the rights of the users, sponsors, providers, licensors or merchants. We are not responsible for screening, policing, editing or monitoring such Content. If notified of allegedly infringing, defamatory, damaging, illegal or offensive Content, we may investigate the allegation and determine in our sole discretion whether to remove or to request the removal of such Content from the Online Experience.

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### Questions or Additional Information

Email: [info@ActiveMedicalSupply.com](mailto:info@ActiveMedicalSupply.com)

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