

AIM PLUS MEDICAL SUPPLIES, LLC

TERMS AND CONDITIONS

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By accessing or using the Site, you agree to these Terms of Use, as updated from time to time. Please read them carefully. If you do not understand or agree to be bound by these Terms of Use, do not access or use the Site or Services. We may revise these Terms of Use at any time and any revisions will take effect immediately upon posting on this Site unless we state otherwise. Please check this Site periodically for updates.

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The AIM Plus Medical Supplies Privacy Policy is part of these Terms of Use and are incorporated into the Terms of Use by this reference. By accepting these Terms of Use, you agree to our collection, use, and disclosure of information as described in the Privacy Policy as modified from time to time. We encourage you to review the Privacy Policy

Not Medical Advice

The contents of the Site and Services are for informational purposes only and are intended to assist you in understanding your health. The content is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDERS WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.

WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY MATERIALS, CONTENTS, PRODUCTS,

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You acknowledge and agree that certain Services provided through the Site and Services, depend on information that you input into the Site. We do not recommend or endorse any specific product or course of treatment. Reliance on any information provided by us, our employees or Third Parties is solely at your own risk. The information provided by the Site and Services is not a basis for diagnosis of any medical condition, disease, or therapy.

YOU ARE ADVISED TO ALWAYS SEEK THE ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT OR ALTERING YOUR EXISTING TREATMENT. THE APP/WEBSITE, AIM Plus Medical Supplies, LLC, AND THE SERVICES ARE NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOU AND YOUR UNIQUE MEDICAL HISTORY. YOU UNDERSTAND AND AGREE THAT YOU SHALL NOT DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING PROFESSIONAL MEDICAL ADVICE BECAUSE OF SOMETHING YOU READ OR LEARNED FROM THE APP/WEBSITE, AIM Plus Medical Supplies, AND/OR THE SERVICES.

Our Services

Services offered through the Site are NOT health insurance benefits or policies and are not intended as a substitute for health insurance. By ordering from AIM Plus Medical Supplies, you agree that you may not submit a claim for the same DME services provided to Medicare, any other federal payor, or any state or private payor.

Electronic Communications

We may allow you to request and receive pricing information via communications including, but not limited to, text messaging, calls, and email. When you use the Site or send text messages or e-mail to us, you are communicating with us electronically. By using the Services and/or requesting pricing and other information and coupons from us, you are consenting to be contacted with prescription-related information and to receive communications from us electronically by SMS or text messages, emails or by posting notices on the site and our third-party HIPAA compliant service providers. SMS consent will not be shared with third party providers except those that are necessary to provide protected information to you about your account or order. You acknowledge that although we use HIPAA compliant texting and email systems, there may be some risk that the information in the communication(s) could be read by an unauthorized third party. 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.

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Minors and Use of Service as a Legal Guardian

You must be 18 years of age or older to access or use the Site. By using the Site, you represent that you are 18 years of age or older. If you use the Site as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

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You agree to comply with all laws, rules, and regulations applicable to your use of the Site. In addition, when using the Site, you agree to:

- Not take any action that interferes with the proper working of the Site, compromises the security of the Site, or otherwise damages the Site or any materials and information available through the Site.
- Not solicit the performance of any illegal activity or other activity that infringes our rights or the rights of others.
- Not attempt to gain unauthorized access to any portion or feature of the Site, to any other systems or networks connected to the Site, to any of our servers, or to any of

the Services offered on or through the Site, including but not limited to by hacking, password “mining,” or any other unauthorized means.

- Not probe, scan, or test the vulnerability of the Site or any network connected to the Site.
- Not attempt to breach the security or bypass the authentication measures on the Site or any network connected to the Site.
- Not upload or transmit any viruses, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment to the Site.
- Not use the Site, or any Service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, other than your own information, or the information of a person in which you are legally authorized under applicable law to manage his or her care (such as a child or parent), or information that we make available to you through the Site.
- Not use any automated means to collect information or content from or otherwise access the Site, including but not limited to through the use of technical tools known as robots, spiders, or scrapers, without our prior permission.
- Provide accurate and current information, and not to provide information that attempts to impersonate another individual.
- Maintain and promptly update such information to keep it accurate and current.
- Be financially responsible for all use of the Site.

You may not use the Site 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 Company or others. You agree that we may at any time, and at our sole discretion, terminate your access to the Site without prior notice to you for violating any of the above provisions.

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Regardless of whether you have chosen to opt out of certain marketing offers from us, by using the Site you agree that we may market our services and the services of other companies on the Site through the use of banner ads, “hyper-links”, and other similar marketing devices. Products offered will be at our sole discretion and may be provided by us and/or companies not affiliated with us. Non-affiliated companies will be solely responsible and liable for the provision of or failure to provide stated services, benefits, or products. We do not legally endorse or guarantee products or services provided by non-affiliated companies.

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We attempt to be as accurate as possible in the provision of the Services made available through the Site. Despite our efforts, the information on the Site and/or provided through the Services may occasionally be inaccurate, incomplete, or out of date. If a price referenced through the Site is not as described, your sole remedy is to accept the correct pricing or forgo the transaction.

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INDEMNIFICATION

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR SERVICES, AND (C) YOUR BREACH OF THESE TERMS OR ANY OTHER TERMS ON THE SITE. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU (SUBJECT TO YOUR CONTINUING INDEMNIFICATION).

Dispute Resolution

You agree to use the dispute resolution procedures set forth herein with respect to any controversy or claim arising out of or relating to these Terms of Use or their breach. Any dispute between you and Company arising out of or in connection with these Terms of Use will be settled by a binding arbitration in Tuscaloosa, AL in accordance with the then-current rules and procedures of Judicial Arbitration and Mediation Services, Inc. (JAMS). The arbitrator will Apply the law in accordance with the laws of the State of Alabama. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You agree that, any provision of law notwithstanding, the arbitrator will have the authority to award the prevailing party its costs and reasonable attorneys' fees. Any disputes between you and other users of this Site are not the responsibility of the Company.

Changes to These Terms of Use

We reserve the right to modify these Terms of Use, in whole or in part, at our own discretion at any time. Modifications shall be effective immediately upon the linking of modified Terms of Use to the Site. Please check the "last updated" date at the top of this page to determine if these Terms of Use have been modified since you last reviewed them. Your continued use of the Site after that date means you agree to these updated Terms of Use.

Access or Use Outside the United States

Although the Site may be accessed by any user worldwide, the Site and Services are intended only for use by United States residents, are presented solely as a service to visitors and subscribers located in the United States of America ("U.S.") and its territories, and therefore may not comply with legal requirements of foreign countries. AIM Plus Medical Supplies and the App/website are intended for use only by residents of the United States and its territories. Users residing outside of the U.S. and its territories are not permitted to register or to use the Services.

Governing Law

These Terms of Use are to be governed by and construed in accordance with the laws of the State of Alabama, exclusive of its choice of law rules and matters affecting copyrights, trademarks, and patents under U.S. federal law.

Severability

If an arbitrator or legal authority determines that any part of these Terms of Use is illegal or unenforceable, then such part will be eliminated, and the remaining Terms of Use will remain in force and effect and continue to apply to your use of the Site and our Services.

Entire Agreement

These Terms of Use and any documents expressly incorporated by reference constitute the entire agreement between Company and you pertaining to your use of the Site and supersede all prior agreements, representations and warranties, both written and oral with respect to the Site.

Operation of the Site

We reserve the right to do any of the following, at any time, at our sole discretion, with or without notice, and without any liability to you: (a) modify, suspend, or terminate operation of or your access to the Site, or any portion of the Site, including but not limited to for your violation of these Terms of Use; (b) modify or change the Site, or any portion of the Site; and (c) interrupt the regular operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, to correct errors, or to make other changes to the Site.

Contact Us

If you have any questions or concerns about the Site or these terms of use, please contact us at info@aimplusonline.com.

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