



## **Terms of Service**

Thank you for using services rendered by our website

These terms and conditions govern your access to and use of the site and the services we offer. Please read them carefully before agreeing on any of the Services we provide.

## **What is Xpress Rx Delivery?**

Xpress Rx Delivery is the new advanced hand delivery program that all pharmacies, doctors' offices, and other health care professionals can use right at their fingertip. Convenience is served at its best for every business owner, patient, and health care professional. We'll deliver all types of prescriptions, surgical supplies, and any special requests all over New York City, New Jersey, Connecticut, and Florida.

## **Our Services**

-Users will be able to assign tasks within seconds and a driver will be automatically assigned.

-Users will be able to customize their applications and website that is built upon every user.

-Every task will show the status of the delivery.

-Users will be able to track every task shown on a visual 3D map.

-All patients will receive an up-to-date tracking status.

- Electronic Signature
- Document/Image upload
- Notes for special instructions
- Online chat
- Download Files
- Export Files

### **License To Use Our Services:**

Subject to these Terms, we grant to you a limited, non-exclusive, non-transferable license to use our Services for your internal use and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms. Except for your pre-existing rights and this license granted to you, we and our licensors retain all right, title, and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including United States copyright law and international treaties. Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third-party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services; (ii) rent, lease or sublicense access to any of our Services; or (iii) circumvent or disable any security or technological features or measures of our Services.

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**Xpress Rx Delivery will not be responsible for the following:**

1. Collecting unpaid copays by the patient or any unpaid balances.
2. Claims of any lost medications by the pharmacy or the patient after it was delivered successfully (with proof of signature by the patient/family member at time of delivery or patients' approval of leaving the package by the mailbox, door, neighbor, door man, etc).
3. Claim of Damage inside the package, such as open or broken bottles, vials, tubes, or jars.
4. Claim of any Spilled medication inside the package
5. Claim of any Missing quantity of medications by the patient or the pharmacy.
6. Claim of refusals to the deliver the medications by the patient.
7. Claim of tampering with the packages.
8. Claim of packages not being refrigerated properly unless was noted by the pharmacy

**Other Rights and Limitations:**

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commercial use of the Services or the Software, whether or not for consideration, other than for your own internal business purposes. Except as may be expressly permitted by us, you may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content") or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own internal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

### **Use of Services:**

Please note that by using any of the Services provided on our Site, you are agreeing to these terms. Your consent to be bound by these terms is both on your own behalf and on behalf of any corporate entity that employs you or which you represent, and the term "you" as used herein will be deemed to refer to both you and your employer, jointly and severally. If you are an employee, contractor or otherwise using or subscribing to the services by or on behalf of a corporate entity, organization or any other third-party entity, you represent and warrant to us that : (A) You are of the age of majority in your jurisdiction; (B) You have all requisite capacity, right, power and authority to accept this license on behalf of such entity; and (C) such entity shall be irrevocably bound by and shall comply with all of the terms and conditions of this agreement. The Services will continue to evolve as we refine features and functionality. We may terminate, suspend, or modify the Services, in general, or with respect to you, from time to time without cause or prior notice. We may also delete any content or data from the Services at our discretion. All documents, images, text, and information on the Site are protected by copyright. Except as specifically permitted herein, no portion of the documents or information on this website may be reproduced in any form or by any means without the express written consent from us

### **Restricted Areas of The Services:**

Certain parts of our Services, including account management features, may be password-restricted to registered users or other authorized persons ("Password-Protected Areas"). If you are authorized to gain access to any Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third-party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Services that is known to you.

If you use any third-party service which hinders the performance of our platform, we are authorized to block your account.

**Privacy And Data Protection:**

We are HIPPA/FWA compliant and will NOT share any personal information to any outside party/parties. All information will be kept confidential and between the health care professionals, patients, and our program.