

Terms of Service ("Terms")

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the www.medmartfirst.com and www.shopmedmart.com websites (the "Website") operated by San Antonio Extended Medical Care, Inc. dba Med Mart ("us", "we", or "our").

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Website. These Terms apply to your use of or visit to the Website and all functions or features of the Website, as well as all offers, sales, and bill payments products through the Website.

By accessing or using the Website you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Website. By using the Website, you represent that you are at least 18 years old and that you are legally able to enter into these Terms as your binding agreement.

Links To Other Web Sites

Our Website may contain links to third-party web sites or services that are not owned or controlled by Med Mart.

Med Mart has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Med Mart shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Reference Material

Our Website contains reference material from third party payers to be used as qualification guidelines for certain medical equipment. Med Mart is not the owner of these checklists nor do we claim that compliance to these checklists guarantee payment from the customer's ("patient's") payor. Each patient's medical history, diagnoses, insurance provider, etc. is unique and will be processed individually.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Texas, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Website, and supersede and replace any prior agreements we might have between us regarding the Website.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Website.

Electronic Communications

When you use the Website or send emails to Med Mart, you are communicating with us electronically. You consent to receive communications from us electronically unless you opt out in writing from receiving such communications.

Telephone Communications

When you use the Website or call Med Mart via phone call, your phone number, you consent to Med Mart for contacting you on that number (phone call or text message) or any other phone number explicitly provided for any purpose to include sales, marketing, customer service, and/or collections.

Indemnity

You will indemnify Med Mart, officers, directors, employees, consultants, agents, and representatives and hold them harmless from any and all claims, actions, losses. Liability, demand, damages, and/or costs or expenses (including reasonable attorneys' fees and costs) arising from use of the Website, your violation of these Terms of Service, or your violation of law or the rights of third parties (including the users of the Website). Any act by anyone accessing the Website using your account or your username or password will be deemed to be an act by you for the purpose of these Terms. Med Mart will notify you promptly of any such claim, action, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending the same.

No Medical Advice

The information supplied through or on the Website, or by any employee or agent of Med Mart, whether by telephone, email, letter, facsimile, or other form of communication, is for informational purposes only and does not constitute medical, legal, or other professional advice. We do not directly or indirectly practice medicine or render medical advice via our Service or otherwise, and nothing contained in our Service should be intended to be a medical diagnosis or treatment. No medical professional/patient relationship is created by your use of our Services or the Content. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay seeking treatment based on any Content or other information included in the Services. If you think you may have a medical emergency, call your healthcare professional or your local emergency number (usually 911) immediately.

Health-related information provided through the Website is not a substitute for medical advice and should not be used to diagnose or treat health problems or to prescribe any medication, medical device, or other remedies. The information on the Website may be presented in compelling, shorthand, or summary form and is not intended to succeed medical advice provided by your own physician or other healthcare provider or any information included by the manufacturer with our on any product.