

Terms and Conditions

Agreement between User and premiumsrx.com

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premiumsrx.com is a landing page Site.

We are a retail pharmacy servicing NY and its surrounding areas. This website will be used to provide us an online presence and patients our location and contact information.

Electronic Communications

Visiting premiumsrx.com or sending emails to Premium Rx Pharmacy Inc constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Premium Rx Pharmacy Inc does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use premiumsrx.com only with permission of a parent or guardian.

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Third Party Accounts

You will be able to connect your Premium Rx Pharmacy Inc account to third party accounts. By connecting your Premium Rx Pharmacy Inc account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Premium Rx Pharmacy Inc from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Premium Rx Pharmacy Inc Content accessed through premiumsrx.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Premium Rx Pharmacy Inc, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Premium Rx Pharmacy Inc reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Premium Rx Pharmacy Inc in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Premium Rx Pharmacy Inc agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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Termination/Access Restriction

Premium Rx Pharmacy Inc reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Premium Rx Pharmacy Inc as a result of this agreement or use of the Site. Premium Rx Pharmacy Inc's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Premium Rx Pharmacy Inc's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Premium Rx Pharmacy Inc with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Premium Rx Pharmacy Inc with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Premium Rx Pharmacy Inc with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Premium Rx Pharmacy Inc reserves the right, in its sole discretion, to change the Terms under which premiumsrx.com is offered. The most current version of the Terms will supersede all previous versions. Premium Rx Pharmacy Inc encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Premium Rx Pharmacy Inc welcomes your questions or comments regarding the Terms:

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