

RxWare's Terms of Service

Last Revised: June 4, 2023

These terms of service cover your use of the RxWare application, web services and text message service. We, at RxWare, Inc., have done our best to make this human-readable as possible. While we are aware that it is hard to read and understand legal documents, we hope that you make your way through this.

RxWare was formerly HelpAround, and was rebranded during 2022.

These terms, together with our [Privacy Policy](#), are the sole agreement we have with you. They govern your rights to use our service, they govern our ability to use the content you provide us and they govern our rights to provide you with the service. If you gained access to our services through a third party provider, such as a healthcare provider or one of our other partners, then their terms may also apply relating to your use.

In order to use the service, you must be over 16 years of age and eligible to enter into an agreement. You are required to use the service in a bone-fide manner, meaning not to harass others or to circumvent some protection mechanisms; you also cannot use our service to compete with us. Some of our customers require that we provide the service only to adults, in such cases, the use of the service shall be limited to those over 18 years of age. If you use our services to receive data and benefits relating to a dependent, such as a child, you must have obtained their legal consent to do so.

When using the service, some personal data is collected about you. This collection and processing is subject to our privacy policy.

You also understand that as a service dependent on many third parties, internet service providers and other end-users, we cannot ensure full availability. This is not a mission-critical application.

So, because of the above, you exempt us from any liability and accept our limitations here.

These are, in brief, the statements in the full document. Please go through the full document and review your full rights and obligations.

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1. Eligibility, Use and Registration

The Service is available only to individuals who are at least sixteen (16) years old (or eighteen (18), in some cases) and possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law. If you are acting on behalf of a corporation or other legal entity, then you need to obtain all legal consents.

You hereby represent that you have the legal capacity and authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Service in accordance with these Terms, and to fully perform your obligations hereunder.

a. Minors

The Service is intended for Users over the age of sixteen (16). This means that you cannot use the Service if you are under the age of sixteen, nor that you will provide us with data relating to anyone under the age of sixteen.

In case we have any belief that the Service or Service is used on behalf of someone under the age of sixteen, we reserve the right to request proof of age.

In the event that it comes to our knowledge that a person under the age of sixteen (16) is using the Service, we will prohibit and block such user from accessing the Service and will make all efforts to promptly delete any Personal Data (as such term is defined in our Privacy Policy) with regard to such User.

Some of our customers require that we provide services only to adults. In such cases, this section shall read, for their patients, as to require eighteen (18) years of age in lieu of sixteen (16).

b. True and Accurate Information

You agree to only provide us with true and accurate information when using the services. You understand that providing false or inaccurate information may result in either banning or disabling your account, or providing you with suboptimal services.

c. Accepting These Terms

You are not required by law to accept these Terms. However, without accepting them you shall have no legal right to use the Service, store it on your device, access it, or use an account.

d. Registration

In order to use the Services, you can either download the Service from the necessary mobile application marketplace or a source that is authorized by RxWare, access our mobile web service, or use text-messages to interact with our services after some sort of activation

You may be asked to create a User account (the “Account”) by completing the registration form available on the Service.

In order to create an Account you acknowledge and agree that you will be required to provide the Company with certain information as described in our Privacy Policy.

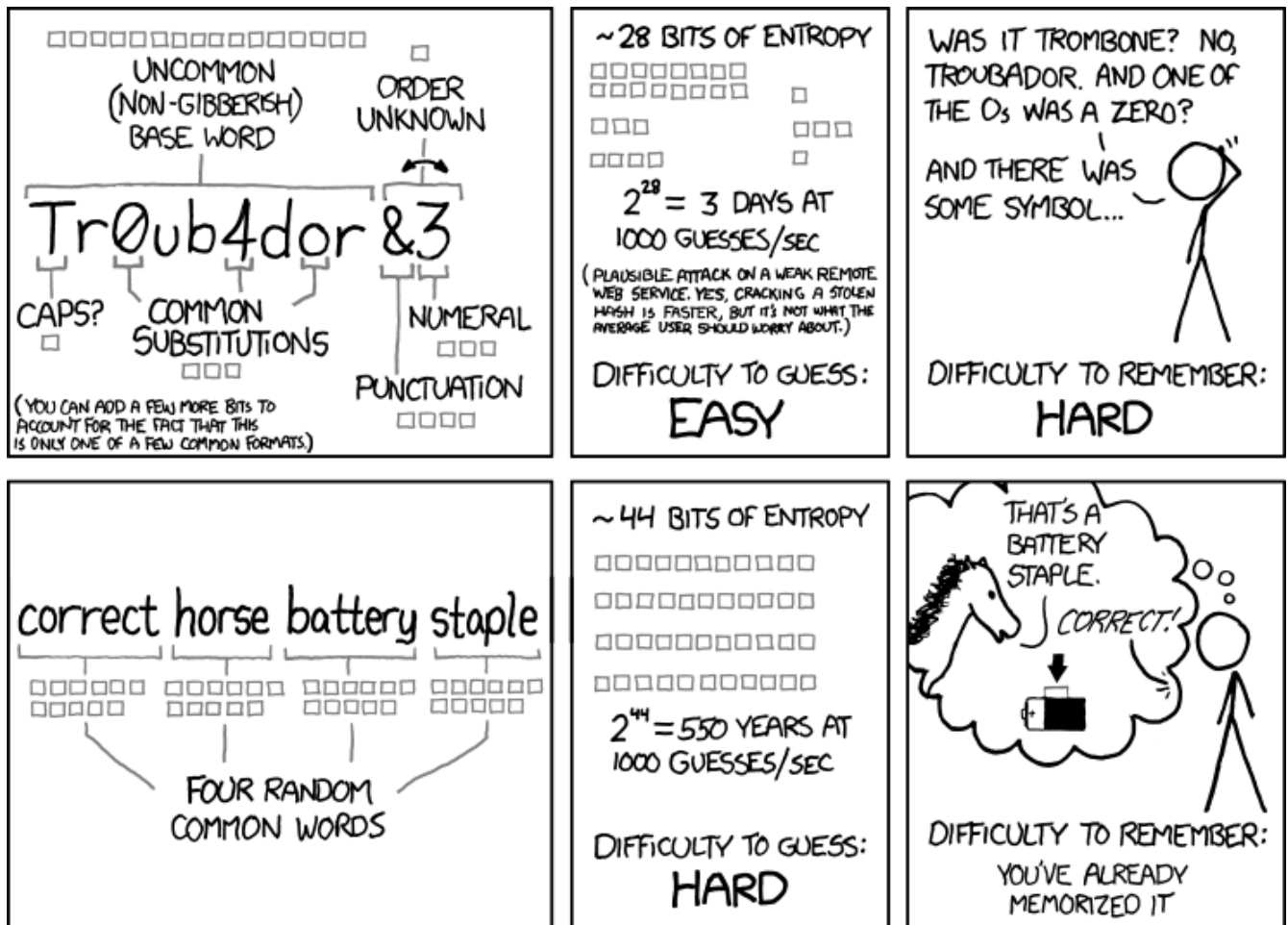
e. One Account for One User

It is our policy to have one account for one user and one user for one account.

You cannot hold more than one account, nor can you share your account with another person. This is meant both for security reasons and for your own safety.

f. Passwords and Account Security

You should pick a strong and reliable password for your Account. A good password is easy to remember and hard to guess. For example, “Fr33\|/1| |y” is very hard to guess, but also hard to remember; “Password123” is both easy to guess and to remember and “happinessisawarmgun” is both easy to remember (hey, that’s my favorite song) and hard to guess. If you’re still in unsure, see this illustration:



THROUGH 20 YEARS OF EFFORT, WE'VE SUCCESSFULLY TRAINED EVERYONE TO USE PASSWORDS THAT ARE HARD FOR HUMANS TO REMEMBER, BUT EASY FOR COMPUTERS TO GUESS.

(cc-by-sa) [XKCD](#)

If you believe that your account was compromised or that it was used by someone else, you must notify us promptly.

We are not liable for any loss or damage arising from a third party's access to your Account if you did not secure it properly.

You are solely and fully responsible for maintaining the confidentiality of the account and for all activities that occur under your account.

Deleting or removing your account may cause the loss of certain information you had provided us and/or uploaded to public forums. We do not accept any liability for such loss.

g. These Terms Are Not for Medical Providers

If you are a representative of a pharmaceutical manufacturer, medical insurance company, hub company, pharmaceutical services provider, hospital (including nurses) or another medical institute (collectively, "Medical Provider(s)") and wish to use our Services as part your patient service program, then you and your organization are required to execute a separate legal agreement with us, which includes our business relationship and a requirement that all patients who use the Service agree to these Terms.

h. Use of our Services for others.

If you are using our Services to provide care for another, such as your parent or child, you must obtain their consent and be deemed as their agent in accepting these terms. In such an event, we may require additional information or data from you.

2. The Services

Our Service offers individuals around the world that are suffering from medical conditions with information resources and other Content (as defined below) that may be of their interest.

The Services include mainly the following services:

- (i) providing information regarding the applicable medical condition, treatment and medication;
- (ii) personalizing existing patient services through mobile (such as patient support services);
- (iii) enabling the Users to interact with medical and support staff via chats; and
- (iv) facilitating the submission of documents or service requests (i.e. medical or insurance related forms). You may upload, publish and/or share various kinds of information and materials, including texts, articles, photos, videos, gifs, animations and other interactive content (collectively, the "User Generated Content") within discussion groups, private chats and other therapy management services. (Collectively, the "Services")
- (v) enabling Users to interact with each other using the service in regards to medical matters, all through a secure platform (either publicly or in private groups or chats);

We may provide you, through the Services, with comprehensive information regarding our Services, partners, resources library, news regarding our company and so forth, including any other content related thereto such as contact information, videos, logos, button icons, images, data compilations, links, other specialized content, the "look and feel" of the Services, related graphics, illustrations, drawings, animations, and other features obtained from or through the Services (collectively, the "Content").

We may also offer services based on short text messages via mobile phones. In such cases, they shall have limited functionality.

We manage the public zone inside the Service (the "Public Zone"). However, there may be other areas that are covered by Medical Providers and require your consent to additional agreements with such Medical Providers ("Therapy Zone").

We are not the owners, nor the creators, of the content provided to you via our Service, and we cannot warrant to its accuracy. For more, see our "Limitation of Liability" section in these Terms.

3. Short Code and Text Message Services

If you are using the Services via an SMS/Short Code service, then the following terms shall apply:

We use the program name as the service name and it should be used in the header of all our services. The Services include the services listed in Section 2 to these Terms, as well as other services relating to data you request from us, as well as important notifications.

The messages sent shall be relating to your use of our Services and our Medical Providers' services.

We shall send you messages upon request; including if you opt-in for periodic messages. The message frequency may vary according to your requests and subscriptions.

You may opt out of our messages at any time by replying with the word "STOP" in all caps; you can reply with "HELP" to receive assistance relating to the services.

Message and data rates may apply. We cannot be responsible for the delivery of these messages or for your carrier's ability to deliver, read or modify them. Carriers are not liable for delayed or undelivered messages.

4. Fees

Use of our Service is currently free of charge.

We reserve the right to charge fees for certain features or services available via our Service now or in the future.

It is your responsibility to pay any third party fees required to use our Service, such as for internet connection, Medical Providers' fees or other fees not related to our Service.

5. User Generated Content

Some portions of the Service may contain content submitted by you or other Users ("User Generated Content"). In order to regulate this content and ensure a safe environment, this User Generated Content Policy is provided.

a. Your Warranties

It is your responsibility to obtain any and all consents required under any applicable laws, regarding the inclusion of any personal information of others in the User Generated Content, and to adhere to any applicable laws regarding such personal information.

When submitting any User Generated Content you hereby represent and warrant that you are the rightful owner of any User Generated Content that you choose to upload to the Service (within the Public Zone and the Therapy Zone(s)) or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the licensors of such User Generated Content and that such User Generated Content does not infringe any third party's intellectual property rights, privacy rights or publicity rights.

You also represent and warrant that you have all the required consents to provide us with the rights under this User Generated Content Policy.

You understand and agree that you are solely responsible for your User Generated Content and the consequences of posting, publishing or uploading such user generated content. The

b. Your License to Us.

You may upload, post, publish or make available to other Users of the Service certain User Generated Content.

When providing us with User Generated Content you hereby grant to us, and the Medical Providers (to the extent such User Generated Content is uploaded within the Therapy Zones) a perpetual, non-exclusive, royalty-free, worldwide license to publicly display, communicate, distribute, host, store, publicly perform, publish, reproduce, make modifications or derivative works (solely for the purpose of better showcasing your User Generated Content) and otherwise use such User Generated Content, for the purpose of operating public forums and groups, enabling Users to communicate with each other and to respond to your feedback.

In this respect, you hereby waive any moral rights, attribution rights and publicity rights (if any) with respect to our use of the User Generated Content in accordance with these Terms as well as any rights you may have for royalties.

c. User Generated Content Restrictions

You agree that you will not post or upload any User Generated Content containing content that is unlawful for you to possess, post or upload in the country in which you reside, or that would be unlawful for the Company to host, use or possess in connection with the Service (including but not limited to any content that is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive, fraudulent or illegal, such as posting prescription medications sale in the community).

You will not post any User Generated Content that is meant to deceive others, harass them, collect their personal data or otherwise trick them or abuse their situation.

You will not post, process, upload or submit any User Generated Content that infringes on the rights of third parties, including copyrights, patents, trademarks, trade secrets, privacy or good name.

d. Prescreen and Moderation

Although we have no obligation to screen, edit or monitor any of the User Generated Content, we explicitly reserve the right, at our sole discretion, to remove or edit, without giving any prior notice, any User Generated Content at any time and for any reason.

You are solely responsible for creating backup copies of your User Generated Content at your sole expense.

Note that we may retain copies of the User Generated Content for archival or backup purposes, in order to enforce these Terms, or for any purpose which is consistent with our Privacy Policy and applicable law.

e. Reporting

If you encounter any User Generated Content which you believe violates these Terms, you should report to our content officer at content@RxWare.co

If you believe that any User Generated Content infringes on your copyrights, you may provide us with a notice under 17 USC 512(c)(3), which includes: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material; (iv) information so that we can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

6. Medical Providers

Some portions of our Service are provided by the Medical Providers which you entered into separate agreements with.

Such Medical Providers may provide you with certain services within the Therapy Zones.

We do not provide these portions, nor do we endorse them.

While we aspire to only engage with medical providers who are committed to abide by the applicable laws and regulations we cannot warrant for these Medical Providers activity.

We do not own, sell, control, endorse, sponsor and are not involved in any manner whatsoever with the various products, offers, initiatives or third-party-services provided to you by the Medical Providers through our Service. Such third-party-services, products, offers, or initiatives are provided to you solely by the applicable Medical Providers.

Any medical observation or treatment decision that may be related to your use of the Service are in full responsibility and liability of the Medical Provider or any other professional who is treating your medical condition.

As a responsible patient, you are required to consult with and update your medical supervisor throughout your treatment.

7. License

Subject to the terms hereof, We hereby grant you, and you accept, a personal, nonexclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license (i) to download and use the Service on your authorized mobile phone, device or tablet that you own or control, solely for the limited purpose of using the Service for your internal non-commercial use, and for no other purpose, strictly in accordance with the Terms, the applicable Usage Rules (defined below) and applicable law; and (ii) to use the Service (including the Content) in accordance with the terms included in these Terms.

If your mobile phone, device or tablet is owned by your employer or third party, then you need to obtain such employer or third party's consent prior to installing or using the Service on your phone, device or tablet.

8. Our Intellectual Property

The Service and the Content included therein and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by us and/or licensed to us and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by us and our licensors.

The Terms do not convey to you an interest in or to our Intellectual Property but only a limited revocable right of use in accordance with the Terms.

Nothing in the Terms constitutes a waiver of our Intellectual Property under any law.

To the extent you provide any feedback, comments or suggestions ("Feedback"), we shall have an exclusive, royalty-free, fully paid, worldwide, perpetual and irrevocable license to incorporate the Feedback into any of our current or future products, technologies or services and use for any purpose without further compensation to you and without your approval.

You agree that all such Feedback shall be deemed to be non-confidential and that it does not infringe, violate or harm the rights of any third parties.

Further, you warrant that your Feedback is not subject to any license terms that would purport to require us to comply with any additional obligations with respect to any of our current or future products, technologies or services that incorporate any Feedback.

Our marks and logos and all other proprietary identifiers used by us in connection with the Service ("Our Trademarks") are all our trademarks and/or trade names, whether or not registered.

All other trademarks, service marks, trade names and logos which may appear on the Service belong to their respective owners ("Third Party Marks").

No right, license, or interest to Our Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

9. Acceptable Use Policy

The Service and Service are meant for bone-fide, personal, use only.

Each of the following activities is considered unacceptable and may result in suspension, termination or deletion of your Account and termination of this Agreement:

- using the Service or the Services for any illegal, immoral, unlawful and/or unauthorized purposes;
- using the Service or the Services for non-personal or commercial purposes or gain;
- removing or disabling any watermarks, insignia or other means that reflect our affiliation or ownership of any portion of the Service, Content or Service, such as such as ©, ™, or ®;
- interfering with or violating Users' rights for privacy and other rights, or harvesting or collecting personal data without explicit consent;
- using any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Service;
- interfering with or disrupting the operation of the Service, servers or networks that host the Service, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks;
- falsely stating or otherwise misrepresenting your affiliation with any person or entity, or express or imply that we endorse you, your services, your business or any statement you make, or present false or inaccurate information about the Services;
- taking any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as we may determine;
- bypassing any measures we may use to prevent or restrict access to the Services;
- copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by RxWare on or through the Services, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content;
- copying, distributing, displaying, executing publicly, making available to the public, reducing to human readable form, decompiling, disassembling, adapting, sublicensing, making any commercial use, selling, renting, transferring, lending, processing, compiling, reverse engineering, combining with other software, translating, modifying or creating derivative works of any material that is subject to our proprietary rights, including our Intellectual Property (as such term is defined below), in any way or by any means;
- providing our Services, Content or Service to others not through our regular channels, such as by displaying it via iframe or wrapping;
- selling, licensing or exploiting any commercial purposes of Service or the Content;
- transmitting or otherwise making available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- using the Service for any purpose for which the Service is not intended; and
- infringing and/or violating any of the Terms.

10. Application Stores and Distribution Channels

Since you may be downloading the Service from a third party platform, service provider or distributor ("Third-Party Platform Provider") your use of the Service may also be governed by usage rules which the Third-Party Platform Provider may have established and which relate to your use of the Service ("Usage Rules").

Certain Usage Rules are described below, but other Usage Rules may apply and it is your responsibility to determine what other Usage Rules are applicable to your use of the Services.

You undertake to comply with all the applicable Third-Party Platform Provider's Usage Rules. In the event of a conflict between the Terms and the terms of any applicable Usage Rules, which relates solely to the Third-Party Platform Provider's representations, warranties, restrictions on the use of the App, obligations, limitation of liability (to the extent applicable to the Third-Party Platform Provider) and/or other provisions that impose any responsibility on the Third-Party Platform Provider, the terms of the applicable Third-Party Platform Provider's Usage Rules shall prevail. Any download and/or use of the Service by anyone prohibited by any applicable laws or Usage Rules from downloading and/or using the Service is expressly prohibited.

Apple Inc:

The following applies to you if you downloaded the Service from the Apple Service Store ("Licensed Application"): You acknowledge and agree that (i) the license granted herein is limited to a non-transferable license to use the Licensed

Application on an Apple branded device that you own or control, (ii) these Terms are solely between you and the Company, not Apple Inc. ("Apple"), and that Apple has no responsibility for the Licensed Application or content thereof, (iii) your use of the Licensed Application must comply with Usage Rules established by Apple, as set forth in the Service Store Terms of Service effective as of the date you enter into these Terms, except that such Licensed Application may be accessed and used by other accounts associated with you via Apple's Family Sharing or volume purchasing; and (iv) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund you the purchase price you paid, if any, for the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use and any law applicable to the Company as provider of the App.

We and you acknowledge that we, and not Apple, are responsible for addressing any claims relating to the Licensed Application or your possession and/or use thereof, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

You acknowledge that, in the event of any third-party claim that the Licensed Application or your possession and use thereof infringes that third party's intellectual property rights, we, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

11. Third Party Software

The Service may use or include third party software, files and components that are subject to open source and third party license terms ("Third Party Components").

Your right to use such Third Party Components as part of, or in connection with, the Service is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto.

If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components.

You acknowledge that we make no warranties or representations, express or implied, with respect to such Third Party Components. Under no circumstances shall the Service or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

12. Links to Third Party Sites

Certain links provided in the Service permit our Users to leave this Service and enter sites or services that we do not operate. Those linked sites and services are provided without any warranty or liability.

These linked sites and services are not under our control and we are not responsible for the availability of such external sites or services, and do not endorse, nor are we responsible or liable for any content, including but not limited to, content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service.

In addition, we are not responsible or liable for such linked sites and services' privacy practices and/or any other practices.

Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense.

We reserve the right to terminate any link at any time.

You further acknowledge and agree that we 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 the use of or reliance on any services, content, products or other materials available on or through such linked sites or resources.

Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collected.

13. Availability, Warranty, and Disclaimer of Liability

a. Availability

We do our best to provide a timely, secure and accurate Service.

However, the Service's availability and functionality depends on various factors, such as communication networks and third party providers.

We do not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

b. The Content Is Provided AS-IS

Any information and Content that is made available to you on or via the Service (including, without limitation, the Therapy Zone) does not and should not replace your own judgment and the advice you received from medical professionals.

Please consult with professionals before making any decision or taking any action based on the information that is available on the Services.

The Content does not bind RxWare in any form, and in any case where the Content contradicts or is inconsistent with separate agreements executed directly between RxWare and you, the information supplied by RxWare on a first-person basis shall prevail.

All rights in and to the content available on the Service (other than the user generated content) are reserved to RxWare or its licensors. To the extent legally permissible, the Service and the content available therein are provided on an "as is" basis. RxWare and its representatives will not be liable for any damage or loss cost or expense incurred to you or any other person as a result of or in connection with your use of the Service and/or the content available therein and/or the User Generated Content.

We do not provide any warranties (express or implied) as to the success or effectiveness of any treatment or therapy.

c. Your Use of the Service is at Your Own Risk

Without derogating from the generality of the foregoing, we are not liable for any loss or damage related to any act or omission of the Medical Providers;
actions taken (or not taken) by you, relying on the information that was provided to you by other users or such Medical Providers;
any expected or unexpected side effects related to any treatment, medicine or therapy.

d. Disclaimer of Warranties

To the fullest extent legally permissible, the Service and content are provided on an "as is", "with all faults" and "as available" basis, and we, including our vendors, officers, shareholders, sub-contractors, directors, employees, affiliates,

subsidiaries, licensors, agents and suppliers (collectively, "our representatives"), disclaim all warranties of any kind, express, implied or statutory, including but not limited to warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose and those arising from a course of dealing or usage of trade.

You may have additional consumer rights under your local laws that this agreement cannot change.

For the avoidance of doubt, it is hereby clarified that the term "our representatives" shall not include the Medical Providers.

We note that these terms govern solely the use of the Services. All disclaimers and warranties regarding any our other services, including without limitation, our website, shall be governed by the terms and conditions reflected in a separate services agreement between us and each user.

We do not warrant (i) that the use and operation of the Service and/or the content is or will be secure, timely, accurate, complete, uninterrupted, without errors, or free of viruses, defects, worms, other harmful components or other program limitations, (ii) that we will correct any errors or defects in the Services, (iii) and/or make any representation regarding the use, inability to use or operate, or the results of the use of the Services and/or content available thereon or through the Services (including that the results of using the Services will meet your requirements).

We and Our Representatives disclaim all warranties and conditions with regard to the use of the Services, including but not limited to the availability, reliability or the quality of the Services, and are not and shall not be responsible for any error, fault or mistake related to any content and/or information displayed within the Services.

We are not responsible and have no liability for any item or service provided by any person or entity other than ourselves, including, without limitation, the Medical Providers.

We are not responsible for any consequences to you or others that may result from technical problems (including without limitation in connection with the internet such as slow connections, traffic congestion, overload of servers, delays or interruptions) or any telecommunications or internet providers.

You agree that use of the Service and/or the content therein is entirely at your own risk.

Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

e. Limitation of Liability

To the maximum extent legally permissible, in no event shall we, including Our Representatives be liable for any damages whatsoever, including, but not limited to, direct, indirect, special, punitive, exemplary, incidental or consequential damages of any kind, under any legal theory (including, without limitation, contract, negligence, tort or strict liability), including, without limitation, loss of goodwill, profits or data and business interruption, arising hereunder, resulting from or arising out of the Services, any communications and interactions or meetings with users of the Services or other persons with whom you communicate as a result of your use of the Services, and/or the content, your use or inability to use the Services and/or the content and/or the failure of the Services to perform as represented or expected, or from any content, or from our performance or failure to perform under these terms, any other act or omission we or Our Representatives by any other cause whatsoever; or based upon breach of warranty, guarantee or condition, breach of contract, negligence, strict liability, tort, or any other legal theory, regardless of whether we or Our Representatives have been advised of the possibility of such damages.

In any case, without limiting the generality of the foregoing and to the maximum extent legally permissible, our and Our Representatives' total aggregate liability for all damages or losses whatsoever arising hereunder or in connection with your use or inability to use the Service and/or the content shall be limited to the amount actually paid by you, if any, to us for use of the Service or \$US1.00, whichever is greater.

You will not, and hereby waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from us and from Our Representatives.

Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

14. Changes and Updates

We reserve the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Service (or any part thereof, including but not limited to the Content) without notice, at any time.

If we supply to you any updates, upgrades and any new versions of the Service ("Updates") according to its then current policies, it may include automatic updating or upgrading of the Service with or without any additional notice to you and the Terms will govern any such Updates unless these are accompanied by a separate license agreement which will prevail, and all references herein to the Service shall include such Updates.

You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Service or the Content included therein.

You hereby agree that we are not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

For clarity, we have no obligation to provide Updates.

15. Amendments to the Terms

We may, at our sole discretion, change the Terms from time to time, including any other policies incorporated thereto.

In case of any material change, we will make reasonable efforts to post a clear notice on the App, Mobile Web or other means, and will send you an e-mail (to the extent that you provided us with such e-mail address) or a push notification (to the extent that you provided us such permission) regarding such change.

Such material changes will take effect thirty (30) days after such notice was provided on our Service or sent via e-mail/notification, whichever is the earlier.

In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

No amendment to these Terms shall have a retroactive effect.

16. Indemnification

You agree to defend, indemnify and hold us, including Our Representatives, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Service and/or Content; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy rights of such third party, in connection with your use of the Services; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Services. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to indemnification by you without first obtaining our prior express written approval.

17. Termination of these Terms, Your Account and the Termination of the Service's operation

At any time, we may suspend or terminate your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is a risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of RxWare, its users or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms; and/or (f) we are required to by law.

If you object to any term hereof, as may be amended from time to time, or become dissatisfied with our Service, you may terminate these Terms at any time by stopping your use thereof and deactivating your Account and this will be your sole remedy in such circumstances.

Additionally, we may at any time, at our sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, delete any information or Content from the Service or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice.

You agree and acknowledge that we do not assume any responsibility with respect to, or in connection with the termination of the Service's operation and loss of any data.

Upon termination of your Account (including but not limited due to your failure to comply with the Terms) and/or termination of the Service's operation: (i) the license and all other rights granted to you hereunder will automatically terminate, (ii) you must immediately cease all use of the App, delete and destroy all copies of the Service in your possession or control and so certify to RxWare if required by it, and (iii) the provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive.

The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property, Disclaimer and No Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

18. General

These Terms constitute the entire terms and conditions between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and RxWare.

Any claim relating to the Service or the use thereof will be governed by and interpreted in accordance with the laws of the State of New York without reference to principles and laws relating to the conflict of laws.

Any dispute arising out of or related to the Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the State of New York, USA.

You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule.

Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

You acknowledge and agree that any cause of action that you may have arising out of or related to the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

If any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein.

You may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification,

No amendment hereof will be binding unless in writing and signed by RxWare, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

YOU UNDERTAKE NOT TO ENGAGE IN ANY CLASS-ACTION AGAINST US AND SOLELY TO CLAIM YOUR LOSSES PERSONALLY.

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to contact@RxWare.co.