

# Terms of Use

Last Updated: August 1, 2025

IMPORTANT: BY USING THIS WEBSITE ("SITE"), YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE ("AGREEMENT"). PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE DO NOT USE THE WEBSITE.

## Website Use Limitations

While using this website, you agree not to:

- use this website in any manner which could damage, disable, overburden, or impair any of Serve You Rx's business operations, accounts, computer systems, or networks.
- attempt to gain unauthorized access to any part of any website operated by Serve You Rx or its business partners.
- use any robot, spider, scraper, or other automated means to access this website, or any other Serve You Rx account, computer system, or network without Serve You Rx's express written permission.
- collect, harvest, compile, screen scrape, or data mine any component of this Site.
- lease, rent, distribute, sublicense, or otherwise use or make any component of this Site available for use by third parties, including as part of a service, outsourcing, or external consulting agreement.
- engage in any activity or use any device, software, or routine, or introduce any virus, adware, spyware, Trojan horse, or other malicious code, that interferes with proper operation of this Site.
- violate any local, state, or federal law.
- use the website for any commercial purpose.

Access to, and use of, password protected or otherwise secured areas, is restricted to authorized users only.

## Term and Termination

This Agreement always continues in full force while the website remains available for access (the "Term"). Notwithstanding the foregoing, Serve You Rx shall be entitled, at its sole discretion, to restrict or prohibit your access to any non-public portions of the website and/or any services.

## Site Content and Intellectual Property Rights

This website may contain text, images, software (including images or files incorporated in or generated by the software or data accompanying such software), photographs, video, graphics, audio, features, data, designs, and other similar content (collectively "Site Content"). Unless otherwise expressly identified, Site Content is owned by us or by our third-party licensors. The Site Content is protected by United States and international copyright, trademark, and other laws. You may browse the Site and download Site Content solely for your personal use, provided you keep intact all copyright and other proprietary notices. Except as expressly permitted, you may not modify, copy, reproduce, republish, upload, post, transmit, hyperlink to or from, or distribute in any way Site Content from this Site, including code and software underlying this Site, nor may you sell, transfer, or otherwise use the Site or the Site Content in commerce or for any public or commercial endeavor without our prior and express written consent. Serve You Rx may at its discretion and without advance notice to you, change or alter website contents and these Terms of Use.

## Privacy Policy

You agree to the Internet privacy policy ("Privacy Policy"), which is incorporated by reference in these Terms of Use.

## Text Messaging

By providing your phone number and completing the form on this website, you expressly consent to receive text messages from Serve You Rx. These messages may include informational or promotional content. Message frequency varies. Message and data rates may apply. For help, reply HELP. You can opt out at any time by replying STOP. By providing your phone number, you confirm that you are the authorized user of the phone number provided and agree to receive these communications.

## No Professional Advice

The information provided on the Site is for informational purposes or general guidance only, and does not constitute medical, legal, financial, accounting, tax, or other professional advice. We do not warrant or guarantee the accuracy, completeness, adequacy or currency of the information provided, nor do we endorse any views or opinions that may be included therein. The information provided does not constitute the rendering by us of any type of opinion, certification, or guarantee. The provided information is not a substitute for medical or other professional advice, and it is important that no medical or other professional decisions should be made without first consulting a personal physician or other applicable professional. The receipt of any questions or feedback you submit to us does not create a professional relationship and does not create any privacy interests other than those described in our Privacy Policy.

## Links to Other Web Sites

Serve You Rx may provide links, in its sole discretion, to other websites on the internet for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by Serve You Rx and are maintained by third parties over which Serve You Rx exercises no control. Please note that once you click on a hyperlink that transfers you from our Site to a linked site, you have left our Site, and this Terms of Use will immediately cease to apply to any subsequent activity on the linked site. We are under no obligation to notify you when you have left our Site and have accessed a linked site. Use of any Linked site will be governed by the privacy policy, terms of use, and/or other policies (if any) on the Linked site.

## Social Media

The Site may include opportunities to view information and communicate with us through social media services such as LinkedIn®, X®, Facebook®, and blogging. You should use common sense and good judgment in communicating with us through these services. We are not responsible for the terms of use and privacy policies that govern these third-party sites.

## No Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND; SERVE YOU RX HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO USE OF THIS WEBSITE EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF

QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SERVE YOU RX DOES NOT WARRANT YOUR USE OF WEBSITE WILL BE WITHOUT INTERFERENCE WITH YOUR ENJOYMENT, THAT THE FUNCTIONS OF THIS WEBSITE WILL BE UNINTERRUPTED, FREE FROM ERROR, OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION PROVIDED BY SERVE YOU RX OR ITS AUTHORIZED REPRESENTATIVES SHALL BE CONSTRUED AS CREATING ANY WARRANTY OF ANY KIND. IN THE EVENT THIS WEBSITE CONTAINS ANY DEFECT OF ANY KIND, YOU AGREE TO ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

## Liability Limitation

TO THE FULLEST EXTENT ALLOWABLE BY LAW, SERVE YOU RX'S LIABILITY TO YOU FOR DAMAGES RELATED TO THE USE OF WEBSITE OR RELATED TO ANY PRODUCTS OR SERVICES MADE AVAILABLE TO YOU BY OR THROUGH SERVE YOU RX SHALL BE LIMITED TO THE AMOUNT PAID TO SERVE YOU RX BY YOU FOR THE COST OF SERVICES DIRECTLY RELATED TO ANY DISPUTE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT ALLOWABLE BY LAW SERVE YOU RX SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES, LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THIS WEBSITE OR ANY PRODUCTS OR SERVICES MADE AVAILABLE BY OR THROUGH SERVE YOU RX, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SERVE YOU RX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THIS LIABILITY LIMITATION IS UNENFORCEABLE FOR ANY REASON, THIS PROVISION SHALL BE AMENDED IN A MANNER WHICH BESTOWS THE GREATEST PROTECTION TO SERVE YOU RX ALLOWABLE BY LAW. THE PARTIES EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE PURPOSE OF THIS LIABILITY LIMITATION IS TO SET IN ADVANCE THE RISKS BORNE BY EACH PARTY.

## Indemnification

YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SERVE YOU RX AND ALL OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, DAMAGES, INJURIES, LIABILITIES, LOSSES, COSTS, AND EXPENSES RELATING TO OR ARISING FROM ANY BREACH OF THESE TERMS OF USE BY YOU.

## Use of Data

You agree Serve You Rx may collect and use technical data and other information related to your use of the Site, your device, system and application software, and peripherals, and that such information may be gathered on an as needed basis to facilitate the provision of software updates, product support, services support, or for other purposes related to business activity of Serve You Rx. Serve You Rx may use such information to carry out any business activity which is allowable by law. For more information regarding use of data, please see the Privacy Policy.

## User Content and Feedback

Any comments or materials sent to Serve You Rx including, but not limited to, feedback data, questions, comments, suggestions, or the like, regarding the content of this website (collectively "Feedback") shall be deemed to be non-confidential and provided free and without fee, charge, or

cost to Serve You Rx. Serve You Rx shall have no responsibility, obligation or liability of any kind with respect to such Feedback and shall be free to reproduce, delete, destroy, use, disclose, exhibit, display, transform, create derivative works, and distribute the Feedback to others without limitation. Further, Serve You Rx shall be free to use any ideas, concepts, know-how, methodology, or techniques contained in such Feedback for any purpose whatsoever, including, but not limited to, developing and marketing products or services incorporating such Feedback.

## **Governing Law, Venue and Jurisdiction**

The Site is intended for use by individuals residing in the United States of America. No laws of any foreign jurisdiction shall apply to these Terms of Use or be binding on us.

Any dispute, claim, action or proceeding related to or arising from this Site, the Site Content, the Privacy Policy or these Terms of Use, or the interpretation or enforcement of, whether at law or in equity, between you and Serve You Rx shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to that body of laws pertaining to conflict of laws. YOU EXPRESSLY CONSENT TO THE JURISDICTION OF TRIBUNALS LOCATED IN THE COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND WAIVE ALL OBJECTIONS TO VENUE AND JURISDICTION WITHIN THE FORUM.

## **Entire Agreement**

These Terms of Use constitute our entire agreement pertaining to the subject matter hereof and supersede all other prior agreements and understandings in connection therewith. These Terms of Use may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto except as otherwise set forth in these Terms of Use.

## **No Waiver**

Unless otherwise specified herein, these Terms of Use and the Privacy Policy incorporated herein constitute the entire agreement between you and us with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, whether written or oral, concerning the subject matter hereof. Any conflicting or supplementary terms proposed by you in any e-mail, social media post, or other communication shall not be binding on us and are hereby objected to and expressly rejected.

## **Change in Law**

In the event of any change in federal, state or local laws, rules or regulations, including any judicial or administrative interpretation thereof, which materially alters the rights, duties, obligations or cost of performance of either party under these Terms of Use, these Terms of Use shall be modified to retain the intent of the stricken provision and in the light most favorable to Serve You Rx.

## **Contact information**

If you have a question or complaint regarding these terms, you may contact us at [Compliance@ServeYouRx.com](mailto:Compliance@ServeYouRx.com) or at 10201 W. Innovation Drive, Suite 600, Milwaukee, WI 53226. You agree that we may provide any and all responses to you by mail, email, telephone, cell phone, as well as by any other method.