



# TERMS AND CONDITIONS

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## Privacy

Our Notice of Privacy Practices describes how your health information may be used and disclosed and how you can get access to this information. The dot metrics Services are also governed by our Privacy Policy.

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You must be at least 18 years of age to use the dot metrics Services. Caregivers who are at least 18 years of age may create an account on behalf of a minor, but minors may not use the dot metrics Services. You may not misuse the dot metrics Services. You may not post or transmit through any dot metrics Service any content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), otherwise injurious to third parties or objectionable, contains or consist of software viruses or any form of "spam" or unsolicited commercial electronic messages. You may use the dot metrics Services only as permitted by law. The licenses granted by dot metrics terminate if you do not comply with these Terms of Use.

## Your Account

You may need your own dot metrics account to use certain dot metrics Services and may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method for an amount owed that is not covered by insurance (such as copays or cash purchases), we may charge any other valid payment method associated with your account. To learn more, please click here. For your account, you agree to provide and maintain true, current, and complete information about yourself. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You may choose to give access to a caregiver who can access your account on your behalf by following the process here. Except as provided in our Notice of Privacy Practices, dot metrics reserves the right to refuse service, suspend or terminate your account, terminate your rights to use dot metrics Services, remove or edit content in its sole discretion.

## Communications with dot metrics

When you use dot metrics Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications (including emails, texts, mobile push notifications, or notices and messages on this Web site or through other dot metrics Services) by or on behalf of dot metrics to any email address, phone number, or mobile device associated with your account or otherwise directly or indirectly provided to dot metrics. You can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. These communications may include personal information about your prescriptions, treatment, or benefits, and, in connection with such communications, we may use pre-recorded/artificial voice messages and/or automatic dialing devices. If you choose to share access to your mobile phone, carrier account, email, or dot metrics account with others those individuals might also be able to see this information. Our Notice of Privacy Practices provides more information on how you may receive communications from us.

## App Permissions

When you use apps created by dot metrics, you may grant certain permissions to us for your device. You may be able to change the permissions given to us by modifying your device settings.

## Sanctions and Export Policy

You may not use any dot metrics Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using dot metrics Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.

## Multiple Facilities

dot metrics has multiple facilities as part of its pharmacy network under common ownership. Your prescription may be processed and medication order filled at any site in compliance with pharmacy regulations. The dispensing pharmacy will always be identified on the prescription label. All dot metrics pharmacy locations can be found in our Service Guide.

## Disclaimer of Warranties and Limitation of Liability

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## Disputes

Any dispute or claim relating in any way to your use of any dot metrics Service, or to any products or services sold or distributed by dot metrics or through dotmtx.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, dot metrics will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## Applicable Law

By using any dot metrics Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and dot metrics.

## Site Policies and Modification

Please review our other policies, such as our Service Guide posted on this site. These policies also govern your use of dot metrics Services. dot metrics reserves the right to make changes to our web site, policies, and these Terms of Use at any time.

## Severability, Waiver, and Entire Agreement

If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term. dot metrics s failure to insist upon strict performance of any provision of these Terms of Use and policies will not be construed as an implicit waiver of any provision or right.

These Terms of Use and policies constitute the entire agreement between you and dot metrics governing your use of the dot metrics Services.

#### Copyright Infringement Complaints

dot metrics respects the intellectual property of others. If you have a copyright concern, please follow our Notice and Procedure for Making Claims of Copyright Infringement

#### Questions or Additional Information

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