

# Terms of Use

Last Modified: December 20, 2025

Carefully read these terms and conditions of use ("Terms of Use") as they govern your access to and use of ElectRx and Health Solutions. Also called ElectRx ("we," "us," and "our") Services. Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the following:

- [www.ElectRx.com](http://www.ElectRx.com) (our "Website");
- The services ("Services") made available through our Website.

The Services and our Website are collectively referred to as our "Services".

By clicking "Accept," you acknowledge that you have read in its entirety, understand, and fully accept all terms and conditions contained in these Terms of Use and our Privacy Notice. If you do not agree to be bound by these Terms of Use and our Privacy Notice, you are not authorized to access or use our Services; PROMPTLY EXIT THIS WEBSITE.

**Binding Arbitration.** These Terms of Use provide that all disputes between you and ElectRx that in any way relate to these Terms of Use or the Services will be resolved by **BINDING ARBITRATION**. ACCORDINGLY, YOU AGREE TO WAIVE YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use. Your rights will be determined by a **NEUTRAL ARBITRATOR** and NOT a judge or jury and your claims cannot be brought as a class action. Please review Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with ElectRx.

## 1. Services Provided – No Medical Care or Advice

ElectRx is not a medical group and does not provide medical advice, care, and/or treatment. ElectRx provides pharmacy cost optimization services by identifying cost savings opportunities compatible with your current pharmaceutical regimen. ElectRx identifies cost savings opportunities based on claims data provided by your employer or your employee health plan benefits provider. ElectRx does not make any medical determinations and does not have the benefit of information that would be obtained through an in-person examination by a medical provider. You should always listen to your medical provider and defer to their judgement. This process is not intended to replace a diagnosis or medical consultation by a medical provider and does not include the ordering of diagnostic tests or prescribing of any medication. Any pharmaceutical cost savings opportunity involving a prescription switch should be discussed and must be agreed upon by your medical provider prior to acceptance. The discussions between your medical provider and you should include a discussion regarding the potential risks and side effects of any identified prescription alternative.

## 2. Services Provided – No Pharmacy Benefits Management or Services

ElectRx does not supply or distribute medications, and/or operate as a pharmacy benefit manager ("PBM"). ElectRx provides pharmacy cost optimization services by identifying cost savings opportunities compatible with your current pharmaceutical regimen. ElectRx identifies cost savings opportunities based on claims data provided by your employer or your employee health plan benefits provider. ElectRx does not create or develop formularies used by your employee health plan benefits provider, nor does it process claims on your behalf. All such services are provided by your employee health plan benefits provider. If you have any questions or concerns related to these services, you should discuss these concerns with your employee health plan benefits provider.

### 3. Not For Emergencies

Our Services are not for medical emergencies or urgent situations. You should not disregard or delay seeking medical advice based on anything that appears or does not appear on our website. If you believe you are experiencing an emergency, call 9-1-1 immediately.

You should seek emergency help or follow-up care when recommended by your medical provider or when otherwise needed. You should continue to consult with your primary medical provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment.

### 4. Privacy Practices

You agree that information provided by you in connection with our Services shall be governed by the Privacy Notice which is hereby incorporated and made part of these Terms of Use.

### 5. Prescription Policy

All pharmaceutical savings opportunities identified through ElectRx require a valid prescription by a licensed healthcare provider. You will not be able to obtain a prescription product unless you have a valid written prescription from a licensed health care provider and the provider has determined whether the prescription product is appropriate for you.

### 6. Not an Insurance Product

We are not an insurer, nor do we offer an insurance plan or product. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

### 7. Ownership of the Confidential Information

The Services may require confidential and proprietary information, materials, data, databases, contents, processes, methodologies, know-how, software, text, displays, images, video, audio, trademarks, logos, service marks, features and functionality, and the design, selection and arrangement thereof, are owned by ElectRx, its licensors or other providers of

such material and are protected by United States and international copyright, trademark, patent, trade dress, trade secret and other intellectual property or proprietary rights laws (collectively, the "Content").

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, including but not limited to Content, except: (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (b) you may store files that are automatically cached by your Web browser for display enhancement purposes; and (c) you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution. You must not: (a) modify copies of any materials from the Website or received through the Services; (b) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or (c) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content, or other proprietary information (including, without limitation, images, text, page layout, or form) of ElectRx without our express written consent.

You must not access or use any part of the Website or any services or materials available through the Website for outsourcing for others or as part of a service bureau business so otherwise for the benefit of unaffiliated third parties who pay directly for its benefit or for other similar commercial purposes, or otherwise exploited for any commercial purpose without express written consent of ElectRx.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in our Services or any content on the Website is transferred to you, and all rights not expressly granted are reserved by ElectRx. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## 8. Availability of Services

ElectRx operates subject to state and federal regulations, and the Services may not be available in your state. You represent that you are not a person barred from enrolling for or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Services is limited exclusively to users located in states within the United States where the Services is available. Accessing the Services from jurisdictions where content is illegal, or where we do not offer the Services, is prohibited.

## 9. Access to Website, Security, and Restrictions; Passwords

You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Website or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Website, deep-link to any feature or content on the Website, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

Violations of system or network security may result in civil or criminal liability. ElectRx will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working order or manner of our Services or any activity being conducted on the Website.

In the event access to the Website or a portion thereof is limited requiring a secure login procedure ("Protected Areas"), you agree to access Protected Areas using only your secure user ID and information. You agree to protect the confidentiality of your user ID and information and to ensure that any other individual that may have access to your device is unable to see your information or imitate you to login to the Services. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Website may be revoked by ElectRx at any time with or without cause. You agree to defend, indemnify, and hold ElectRx harmless from and against all third party claims, damages, and expenses (including reasonable attorneys' fees) against or incurred by arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Website, or access by anyone accessing the Website using your user ID.

If you submit, upload, post, or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images, or other materials to us or our Website ("User Information"), you agree not to provide any User Information that (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (c) contains or transmits a virus or any other harmful component. You agree not to contact other Website users through unsolicited e-mail, telephone calls, mailings, or any other method of communication. You represent and warrant to ElectRx that you have the legal right and authorization to provide all User Information to ElectRx for use as set forth herein and required by ElectRx.

ElectRx may de-identify your information such that it is no longer considered protected health information or personally identifiable information. ElectRx may disclose, aggregate, sell, or otherwise use such de-identified information to third parties for analytics, research, or other purposes.

#### 10. No Users Under 18 Years Old

In order to access the Website and the Services, you represent and warrant that you are 18 years old or older. If you are under the age of 18, please do not attempt to register with us on the Website or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please Contact Us.

#### 11. User Eligibility

You acknowledge and agree that to obtain the Services, you must be actively enrolled in an eligible health insurance plan. ElectRx reserves the right to deny access to the Website and Services to any user that does not meet the eligibility criteria.

#### 12. Your Account

You agree to: (a) provide true, accurate, current, and complete information when registering to use the Services and establishing your account ("Registration Information") and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account. You are entirely responsible for maintaining the confidentiality of any information required to log in and any usage and activities that occur in connection with your account. You agree not to allow others to access your account or utilize your information for log-in purposes. Doing so will compromise the security of your account.

#### 13. Accuracy and Integrity of Information

Although we attempt to ensure the integrity and accuracy of the Website, we make no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Content thereon. It is possible that the Website could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Content by third parties. If an inaccuracy is discovered, please inform us so that it can be corrected. We reserve the right to unilaterally correct any inaccuracies on the Website without notice. Information contained on the Website may be changed or updated without notice. Additionally, ElectRx shall have no responsibility or liability for information or Content posted to the Website from any unaffiliated third party.

We have made significant efforts to accurately display the colors of our products that appear on the Website. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

#### 14. Notice and Procedure for Making Claims of Copyright Infringement

To file a notice of infringement with us, please provide the following information to the ElectRx designated copyright agent listed below:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed.
2. A description of the material that you claim is infringing the copyrighted work listed in item #1.
3. An address, telephone number, and an email address where the alleged infringing party can contact you.
4. The following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
5. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
6. Your electronic or physical signature.

#### 15. Links to Other Sites

We make no representations whatsoever about any other website that you may access through our Website. When you access a non- ElectRx website, please understand that it is independent from us, and that we have no control over the content on that website. In addition, a link to a non- ElectRx website does not mean that we endorse or accept any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third-party websites linked to our Website, you do this entirely at your own risk.

#### 16. Consent to Receive Calls, Text Messages, and Audio and/or Video Recording

By providing your mobile number, you agree to be contacted by or on behalf of ElectRx at the mobile number you have provided, including calls and text messages, to receive informational, product or service related (e.g., progress tracking, reminders, etc.) messages and communications relating to our Services. Message and data rates may apply. To stop receiving text messages text a reply to us with the word STOP. We may confirm your opt out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message or respond to your

STOP message by texting you a request to identify services you wish to stop. Please note, that by withdrawing your consent, some of the Services provided by ElectRx may no longer be available to you. Keep in mind that if you stop receiving text messages from us you may not receive important and helpful information and reminders about your services.

## 17. CAN-SPAM Act and Telephone Consumer Protection Act Compliance

ElectRx is committed to being compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM Act") and the Telephone Consumer Protection Act ("TCPA"). You consent to receive text messages from us as set forth in the above section, Consent to Receive Calls, Text Messages, and Audio and/or Video Recording. E-mails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM Act and the TCPA. In the event you receive an e-mail or text message from us which you do not believe is fully compliant with the CAN-SPAM Act or the TCPA, please Contact Us.

## 18. Electronic Communications

When you use the Website, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. ElectRx may contact you by telephone, mail, or e-mail to verify your information. ElectRx may request further information from you and you agree to provide such further information to ensure that you have not fraudulently used our Services. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of our Services until you provide the information to us as requested. You may withdraw your consent to receive electronic communications from us at any time by contacting us at [(855) 353-2879]. By withdrawing your consent, you understand your access to and use of our Services may be terminated at ElectRx's discretion.

## 19. External Services

The Website may enable access to ElectRx's and/or third-party services and websites, including social media sites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. We are not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by the Website or External Service, including but not limited to financial, medical, and location information, is for general informational purposes only and is not guaranteed by ElectRx or its agents. You will not use the External Services in any manner that is inconsistent with the terms of these Terms of Use or that infringes the intellectual property rights of ElectRx or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten, or defame any

person or entity, and that we are not responsible for any such use. External Services may not be available in all languages or in your home country and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

## 20. No Third Party Rights

Unless expressly stated in these Terms of Use, nothing herein is intended to confer any rights, obligations, duties, or remedies, on any person other than you and ElectRx. Nothing in the Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you or ElectRx, nor shall any provision give any third parties any right of subrogation or action over against you or ElectRx. The Website is only provided for your benefit and may not be relied on by any third party.

## 21. Dispute Resolution; Arbitration Agreement

You and ElectRx agree that all claims and disputes arising from or relating in any way to the subject matter of these Terms of Use, your use of our Website, or your and ElectRx's dealings with one another in connection with our Services, shall be finally settled and resolved through **BINDING INDIVIDUAL ARBITRATION** as described in this section. This agreement to arbitrate is intended to be interpreted broadly. The arbitration will be administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS") under the JAMS Comprehensive Arbitration Rules and Procedures then in effect, except as modified by this section. The Comprehensive Arbitration Rules and Procedures are available online at [jamsadr.com/rules-comprehensive-arbitration/](http://jamsadr.com/rules-comprehensive-arbitration/). You agree that, by agreeing to these Terms of Use, the Federal Arbitration Act ("FAA") will govern the interpretation and enforcement of this section.

There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor ElectRx will be able to have a court or jury trial or participate in a class action or class arbitration. You and ElectRx each further understand and agree that by agreeing to resolve any dispute through individual arbitration:

**YOU AND ELECTRX ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.**

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE, YOUR USE OF OUR SERVICES, OR YOUR AND ELECTRX'S DEALINGS WITH ONE ANOTHER IN CONNECTION WITH OUR SERVICES MUST BE COMMENCED IN ARBITRATION**

WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER SUCH TWO-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You and ElectRx agree that all challenges to the validity and applicability of the arbitration provision (i.e., whether a particular claim or dispute is subject to arbitration) shall be determined by the arbitrator. Notwithstanding any provision in these Terms of Use to the contrary, if the class action waiver above is deemed invalid or unenforceable, neither you nor ElectRx will be entitled to arbitration. If the arbitration provision in this section is found unenforceable or to be not applicable for a given dispute, then the proceeding must be brought exclusively in the state and federal courts of competent jurisdiction located in Lorain County, Ohio, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by all limitations on liability and damages included in these Terms of Use. This arbitration provision will survive termination of your use of our Services. This arbitration provision involves interstate commerce and, therefore, shall be governed by the FAA, and not by state law. Information on JAMS, how to start arbitration, and a description of the arbitration process can be found at [www.jamsadr.com](http://www.jamsadr.com).

If you wish to opt-out of the agreement to arbitrate, within thirty (30) days after you first use our Services or submit through our Website a request for information, you must provide your individual, personally signed notice of your intention to opt out to ElectRx by email at [Legal@electrx.com](mailto:Legal@electrx.com).

If you opt out of the arbitration provision, you agree to litigate exclusively in the state or federal courts of competent jurisdiction located in Lorain County, Ohio, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by all limitations on liability and damages included in these Terms of Use.

## 22. Indemnification

You agree to defend, indemnify, and hold ElectRx harmless from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Website, Services, or any information posted on the Website; (ii) your breach of the Terms of Use or Privacy Notice; (iii) the content or subject matter of any information you provide to ElectRx or a customer service agent; or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Website, Services, or any information on the Website, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

## 23. Disclaimer of Warranties

ELECTRX DOES NOT WARRANT THAT ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. THE WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICES RELATED TO THE WEBSITE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. ELECTRX DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE WEBSITE.

INFORMATION OBTAINED THROUGH THE WEBSITE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE, WEBSITE-RELATED SERVICES, SERVICES, AND LINKED WEBSITES. ELECTRX DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO SERVICES OFFERED, SOLD, AND DISTRIBUTED BY ELECTRX ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE SERVICES.

#### 24. Limitation of Liability Regarding Use of WEBSITE and Services

ELECTRX AND ANY THIRD PARTIES MENTIONED ON OUR WEBSITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, WEBSITE-RELATED SERVICES, SERVICES, CONTENT, OR INFORMATION CONTAINED WITHIN THE WEBSITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, WEBSITE-RELATED SERVICES, SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE WEBSITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF ELECTRX TO YOU WITH RESPECT TO YOUR USE OF THE WEBSITE AND SERVICES IS \$500 (FIVE HUNDRED DOLLARS).

#### 25. Force Majeure

We will not be deemed to be in breach of these terms or liable or deemed to have defaulted for any breach of these Terms of Use or our Privacy Notice for any failure or delay in fulfilling or performing any term of these Terms of Use, when and to the extent such failure or delay is caused by or results from acts beyond our reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, explosion, pandemic, or epidemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other events beyond the reasonable control of ElectRx. We will do our best to communicate with you and to provide notice within thirty (30) days of the Force Majeure Event, stating the period of time the occurrence is expected to continue. We shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. ElectRx shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

## 26. Revisions; General

ElectRx reserves the right, in its sole discretion, to terminate your access to all or part of the Services, with or without cause, and with or without notice. If any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between ElectRx and you pertaining to the subject matter hereof. In its sole discretion, ElectRx may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Your continued use of the Website and/or our Services after revisions to these Terms of Use shall constitute your agreement to the revised Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within the Website.

## 27. Contact Us

ElectRx and Health Solutions  
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Elyria, OH 44035

[Info@electrx.com](mailto:Info@electrx.com)