

## **Terms and Conditions**

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Please read these Terms and Conditions (“Terms” or “Terms and Conditions”) carefully before using [Infusion Services | Home | Curbside Infusion Services](#) (the “Website” or “Site”) and any features or services offered through the Website (“Services”) operated by Curbside Infusion Services or any of its subsidiaries or affiliated entities (“us”, “we”, or “our”).

Your access to and the use of the Website and its Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Website.

By accessing or using [Infusion Services | Home | Curbside Infusion Services](#) you agree to be bound by these Terms, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms. If you do not agree with any of the terms, please exit the Website promptly.

Your use of this Website also requires you to comply with, and to ensure compliance with, all laws, ordinances, and regulations applicable to your activities on our sites and services. Unless expressly permitted by supplemental terms, this site is intended for general audiences 18 years of age and older. Access by anyone younger is not authorized.

### **No Physician/Patient Relationship or Medical Advice**

The information presented on the Website, through any e-mail or electronic communication sent through the Website via any mailing list, or otherwise is intended for your general knowledge only and is NOT intended to provide specific medical advice or be a substitute for professional medical advice, diagnosis, or treatment. You should not use this information to diagnose or treat a health problem or disease without consulting with a qualified healthcare provider. Use of the Website shall not constitute the establishment of a physician/patient or clinical relationship with any individual, nor the establishment of or offer to enter into a business relationship with any institution or organization. Please consult your healthcare provider with any questions or concerns you may have regarding the diagnosis, care, or treatment of a medical condition.

## **Intellectual Property**

All intellectual property shared or made available through the Website is the property of Curbside Infusion Services. No individual or entity has any right to make any copies of any intellectual property (including any logos, trademarks, or images) shared or made available through the Website unless permission is expressly granted in writing by Curbside Infusion Services.

## **Links to Other Websites**

Our website may contain links to third-party websites or services that are not owned or controlled by us. Links posted on this Website to other websites are provided only as a convenience to our clients. We have no control over and assume no responsibility for, the content, accuracy, privacy policies, or practices of any third-party websites or services. Links to such websites or resources do not imply any endorsement by or affiliation with Curbside Infusion Services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **No Warranty**

The information presented on [Infusion Services | Home | Curbside Infusion Services](#) is provided “as is” and “as available,” without representation or warranty of any kind. Curbside Infusion Services does not represent or warrant that such information is or will always be current, complete, or accurate. Any representation or warranty that might be otherwise implied is expressly disclaimed.

## **Limitation of Liability**

You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of this Site or Services.

## **Indemnification**

You shall indemnify and hold us harmless from and against all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorneys’ fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable

access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

### **Website Privacy Policy**

Our Website Privacy Policy sets out how we will use your information and can be found at [Privacy Policy | Richmond, TX | Curbside Infusion Services](#). By using this Website, you consent to the terms described therein and warrant that all information provided by you is accurate.

### **Governing Law | Arbitration**

By using the Website, you agree that the laws of the State of Texas without regard to principles of conflict of laws, will govern these Terms of Use and any dispute that might arise between you and Curbside Infusion Services. You agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Texas located in the Harris County Judicial District, in connection with any claim involving this Website.

### **Changed Terms**

We reserve the right, at our sole discretion, to update, modify, or replace any part of these Terms at any time without further notice to you.

### **Contact Us**

If you have any questions about these Terms, please contact us by emailing [information@curbsideinfusion.com](mailto:information@curbsideinfusion.com).