

## TERMS OF USE

Thank you for visiting the *ComfortMedical.com* website provided by Comfort Medical, LLC, (the "Website"). The following website Terms of Use Agreement (the "Agreement") governs your use of the Website. Throughout this Agreement, Comfort Medical ("Comfort") may also be referred to collectively as "we," "us," or "our." References to "you" and "your" refer to you, as an individual or entity.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. By using this Website you agree to this Terms of Use Agreement. If you do not agree to these Terms of Use and the *ComfortMedical.com* [Privacy Policy](#), please exit and disregard the information contained herein.

## OBLIGATIONS

You are required to comply with all applicable laws in connection with your use of the Website, and such further limitations as may be set forth in any written or on-screen notice from Comfort Medical. As a condition of your use of the Website, you agree that you will not use the Website for any purpose that is unlawful or prohibited by this Agreement.

## PRIVACY

You agree and consent to the terms of the *ComfortMedical.com* [Privacy Policy](#), a copy of which you should review by clicking above.

## ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mail to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

## NO PROFESSIONAL ADVICE

Any information supplied through the Website by any employee or agent of Comfort Medical, whether by telephone, e-mail, letter, facsimile or other form of communication, is for educational purposes or general guidance on the use of the Website, and does not constitute medical, legal, or other professional advice. Health-related information provided through the Website is not a substitute for medical advice and it is important that you not make medical decisions without first consulting your personal physician or other healthcare professional. The receipt of any questions or feedback you submit to Comfort Medical does not create a professional relationship and does not create any privacy interests other than those described in the *ComfortMedical.com* [Privacy Policy](#).

## AUTHORSHIP

To the extent that content is identified on the Website as authored by a third party Comfort Medical is not the author.

## TRADEMARKS

All rights in the product names, company names, trade names, logos, product packaging and designs of PolyMedica, or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to Comfort Medical or its affiliates, or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied on this Website confers on you any license or right under any patent or trademark of Comfort Medical or its affiliates, or any third party.

## YOUR ACCOUNT OBLIGATIONS

In consideration of your use of the Website, you agree: (a) to provide true, accurate, current and complete information about yourself as prompted by the checkout form for your account information (the "Account Information") and (b) to maintain and promptly update the Account 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 and refuse any and all current and future use of the Website. Account Information and certain other information about you are subject to the *ComfortMedical.com* Privacy Policy. For more information, please see our full Privacy Policy. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

## YOUR CONDUCT

Any conduct by you that in our sole discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted. You agree to use the Website only for lawful purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You agree not to access the Website by any means other than through the interface that is provided by us for use in accessing the Website. By using this Website, you agree not to:

1. use this site for any purpose in violation of local, state, national or international laws
2. delete or revise any material or other information of any other user, Comfort Medical or its affiliates harvest or otherwise collect information about others, including e-mail addresses, without their consent
3. take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure;
4. use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on this site;
5. use any engine, software, tool, agent or other mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than (i) the search engine and search agents available on the Website and (ii) generally available third party web browsers
6. allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials; or
7. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website.

You further agree not to violate or attempt to violate the security of the Website, including, without limitation, actions such as:

1. accessing data not intended for you or logging into a server or account that you are not authorized to access;
2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;



2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
3. attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing," "phishing" or "crashing," the Website;
4. sending unsolicited e-mail, including promotions and/or advertising of products or services; or
5. forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users involved in such violations.

## **SWEEPSTAKES AND CONTESTS**

From time to time, we may offer and/or co-sponsor contests, sweepstakes, and games on the Website. Each of these activities shall be governed by specific rules accessible from the Website offering the promotion.

## **COPYRIGHT RIGHTS**

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## **COLOR/PRODUCT DESCRIPTION**

We have made every effort to display as accurately as possible the colors of products that appear at 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. We have attempted to be as accurate as possible. However, we do not warrant that the product descriptions are accurate, complete, reliable, current, or error-free. If a product offered by the Website is not as described, your sole remedy is to return it in unused condition.

## **DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION**

While we use reasonable efforts to include accurate and up-to-date information on the Website, we makes no warranties or representations as to its accuracy. The materials contained on the Website are provided "AS IS" and without any implied or express warranties. We do not warrant that the functions contained in the materials will be uninterrupted or error free, that defects will be corrected, or that this Website is free of viruses or other harmful components. We do not warrant or make any representations regarding the use or results of the use of the Website in terms of accuracy or reliability. Anyone accessing this site assumes the entire cost of all necessary computer or network servicing, repair or correction. Under no circumstances will we be liable for any special or consequential damages that result from the use of, or inability to use, the Website.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (i) THE USE OF OR INABILITY TO USE THE WEBSITE, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE WEBSITE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Website, your use of the Website, your connection to the Website, your violation of the Terms of Use, or your violation of any rights of another.

## **OUR RIGHTS**

We may elect to monitor areas of the Website by electronic or other means and may disclose any content, records, or electronic communication of any kind if such disclosure is necessary or appropriate in our discretion (i) to satisfy any law, regulation, or government request; (ii) to operate the Website; or (iii) when we have reason to believe that someone is causing injury to or interference with our rights or property, other users of the website or anyone else that could be harmed by such activities. We are not responsible for screening, policing, editing, or monitoring such content. If notified of allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or to request the removal of such content from the Website.

We may terminate your access, or suspend your access to all or part of the Website, without prior notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to our interests or the interests of another user, or other third parties.

Because customer service is paramount to our business, we reserve the right to refuse to sell products to you if it reasonably appears to us that you intend to resell the products. In addition, we reserve the right to limit quantities of items purchased by each customer. In addition, we reserve the right to cancel any order or part of an order, or refuse service to anyone for any reason. Such reasons may include, but are not limited to, unauthorized coupon use, product availability, and price discrepancy or pricing error. We reserve the right to charge fees or extra shipping charges for any product that is backordered. We also reserve the right to change the terms of any offer or promotion at any time without notice. The posting of prices on our Website is not an offer for sale of goods, and the order confirmation is not an acceptance of an offer to purchase goods. We cannot confirm the price of an item until you order; however, we do NOT charge your credit card until after your order has entered the shipping process. Despite our best efforts, a small number of the items in our catalog may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. The contract for sale



of goods between us and any customer is not entered into until we charge a valid credit card or otherwise accept payment.

We also reserve the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request.

## **LINKS TO THIRD PARTY SITES**

Occasionally, we may make available a link to a third party's web site. These links will let you leave the Website. The linked sites are not under our control and we are not responsible for the availability or reliability of the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We provide the links to you only as a convenience. We do not endorse, sponsor, or recommend the site or its use or contents. Consequently, please direct any concerns or complaints you may have regarding these external links to their site administrator.

## **APPLICABLE LAW**

These Terms of Use shall be governed and interpreted pursuant to the laws in the State of Florida, United States of America, notwithstanding any principles of conflicts of law. All disputes arising out of or relating to these Terms of Use shall be finally resolved by arbitration conducted in the English language in Coral Springs, Florida, U.S.A., by a sole, jointly appointed arbitrator, under the commercial arbitration rules of the American Arbitration Association. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, Comfort Medical shall be entitled to seek injunctive relief, security, or other equitable remedies from the United States District Court for the District of Florida or any other court of competent jurisdiction.

## **TERMINATION**

These terms are effective until terminated by either party. If you no longer agree to be bound by the Terms of Use, you must cease your use of the Website. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Website without prior notice. You agree that any termination of your access to the Website may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Website. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Website.

## **GENERAL INFORMATION**

These Terms of Use constitute the entire agreement between us (you and us) and govern the use of the Website. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to exercise or enforce any right or provision of this Agreement or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or the Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred.

The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

## **Security**

When you place an order online, your personal information and credit card or debit card information are encrypted using SSL encryption technology before being sent over the Internet. We use SSL technology to prevent your information from being stolen or intercepted while being transferred to us and once we have received it. Your credit card information is always stored in encrypted form in a restricted-access database that is away from our Web site database so it is not connected to the Internet, to keep it safe from hackers. However, no method of transmission over the Internet, or electronic storage is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

## **COPYRIGHT COMPLAINTS**

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
3. identification of the URL or other specific location on the Website where the material that you claim is infringing is located;
4. your name, address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement on the Website can be reached as follows:

### **Privacy Officer Comfort Medical**

4385 NW 124th Ave.  
Coral Springs, FL 33065  
1-800-700-4246 ext 4749  
[admin@comfortmedical.com](mailto:admin@comfortmedical.com)