

# **TERMS AND CONDITIONS**

Welcome to RestAssured Online, LLC and [www.restassuredonline.com](http://www.restassuredonline.com) (the "Website") Terms and Conditions.

YOUR USE OF THE WEBSITE OR RESTASSURED ONLINE, LLC'S SERVICES (THE "SERVICES"), WHICH INCLUDE ACCESS TO ONLINE MEDICAL SERVICES AND PRODUCT SALES, IN ADDITION TO ANY USE OF RESTASSURED ONLINE, LLC BY PHONE OR EMAIL, IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS IN THIS DOCUMENT. BY ACCEPTING THIS AGREEMENT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

BY PROVIDING YOUR EMAIL, YOU CONSENT TO RECEIVING RESTASSURED ONLINE, LLC MARKETING EMAILS. YOU CAN OPT OUT AT ANY TIME.

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

### **Modification to Terms and Conditions**

Please print and keep a copy of these Terms and Conditions. RestAssured Online, LLC reserves the right to modify the Terms and Conditions periodically, for any reason, and without notice. The most current version of these Terms and Conditions can be accessed at any time by selecting the Terms and Conditions link at the bottom of the Website. Please review the Terms and Conditions often so you will be apprised of any changes made. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our Website.

RestAssured Online, LLC has the right to limit, suspend, discontinue, or deny your access to and use of the Services at any time, and without notice, to anyone who violates these Terms and Conditions as RestAssured Online, LLC considers appropriate or necessary in its sole discretion, including but not limited to: (1) security reasons, (2) alleged or suspected breach of these Terms and Conditions, or (3) the protection of intellectual property.

### **Termination and Survival**

RestAssured Online, LLC may terminate Services at any time, without penalty and without notice, if you fail to comply with any of the terms of these Terms and Conditions, or the intellectual property protections applicable to these Services. RestAssured Online, LLC may also seek legal prosecution of any violations of law or these Terms and Conditions and you agree to personal jurisdiction by the Courts in the State of Oklahoma. Upon notice of termination of Services by RestAssured Online, LLC to you via e-mail address provided in Customer's personal information, or voluntary termination of service by Customer, RestAssured Online, LLC has the right to delete all data, files, or other information that are stored in the Customer's account for any reason. The Indemnification, Copyright, Jurisdiction, Warranty, Network Security,

Compliance with Anti-Spamming Laws and separate Privacy Policy and conditions stated herein shall survive termination of this Agreement.

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

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law, rules, or principles. Any civil action or legal proceeding arising out of or relating to these Terms and Conditions or Privacy Policy shall be brought in the applicable Federal or State court located in Oklahoma County, Oklahoma. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Any cause of action or claim you may have with respect to RestAssured Online, LLC must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to these Terms and Conditions waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the RestAssured Online, LLC Services or Website.

### **Waiver**

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms and Conditions, shall not be considered waiver thereof, which can only be made in writing. No single waiver shall be considered a continuing or permanent waiver.

### **Severability**

The provisions of these Terms and Conditions are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

### **Force Majeure**

Notwithstanding anything herein to the contrary, RestAssured Online, LLC shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to any act of God, act of governmental authority, act of public enemy, war, severe weather conditions, or any other cause beyond its control.

### **No Third Party Rights**

Unless expressly stated in these Terms and Conditions to the contrary, nothing herein is intended to confer any rights or remedies under these Terms and Conditions on any other persons other than you, RestAssured Online, LLC, and its Affiliates. Nothing in these Terms and Conditions is intended to relieve or discharge the obligation or liability of any third persons to any of you,

RestAssured Online, LLC or its Affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, RestAssured Online, LLC or its Affiliates.

### **Assignment**

You may not assign, transfer, or delegate these Terms and Conditions or any part of them without RestAssured Online, LLC's prior written consent. RestAssured Online, LLC may freely transfer, assign or delegate all or any part of these Terms and Conditions, and any rights and duties hereunder or thereunder. These Terms and Conditions will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

### **USE OF WEBSITE**

#### **Intellectual Property**

With the exception of your Electronic Medical Records, RestAssured Online, LLC retains all right, title, and interest in and to RestAssured Online, LLC, the Services, and any Information, products, documentation, software or other materials on the Website, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing, except for Information on the Website licensed by RestAssured Online, LLC, and in that case, the license provider retains all right, title and interest therein. The information available through the Website and the Services is the property of RestAssured Online, LLC, or if licensed by RestAssured Online, LLC, the license provider.

You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with the Services. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Services (which includes its software and documentation), create derivative works based on or in any manner commercially exploit the Services, in whole or in part. You agree that violations by you, any other person or entity, of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of this Agreement will be prosecuted to the fullest extent of the Law in the federal and state courts located in Oklahoma. The final choice of whether a customer is in violation of any of these policies is at the sole discretion of RestAssured Online, LLC. Nothing contained on the Website should be construed as granting, by implication, estoppels, waiver or otherwise, any license or right to use any trademarks, service marks or logos displayed on the Website without the written grant thereof by RestAssured Online, LLC or the third party owner of such trademarks, service marks and logos. The Website may contain other proprietary notices and copyright information, the terms of which you must agree to follow.

#### **Limitations on Use**

You will not use the Website or Services in any unlawful way and/or for any unlawful purpose. You will not post or transmit a message under a false name, or use the network resources of RestAssured Online, LLC to impersonate another person or misrepresent authorization to act on behalf of others or RestAssured Online, LLC. All messages transmitted via RestAssured Online,

LLC should correctly identify the sender. You may not alter the attribution of origin in electronic mail messages or posting. You will not allow another person or entity to use their account, username or password to access or use the Services, or post or view comments. You will not attempt to undermine the security or integrity of computing systems or networks RestAssured Online, LLC, its Partners, or those accessed through or with their product, and must not attempt to gain unauthorized access. You may not harvest or collect PHI about any other individual who uses the Service. You may not post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Website or the Services. You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of the Website or the Services. You will not use robots or scripts with the Website. You will not attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received by this Website.

You further agree that any information you provide or use on the Website, and your use of the Website or Services will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

RestAssured Online, LLC maintains the right to delete any information provided by you that it deems in its sole discretion to be fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person. Postings that receive complaints from Website users will be removed until an appropriate investigation can take place. RestAssured Online, LLC does not necessarily approve or endorse any statement made by third parties and posted on the Website. Users that violate RestAssured Online, LLC 's limitations on use may be subject to penalties to include loss of ability to post on the Website and RestAssured Online, LLC's social media pages. RestAssured Online, LLC is not responsible for the content that third parties post on its Website or social media channels.

***All customer-specific information provided by you in connection with Services shall be governed by the RestAssured Online, LLC Privacy Policy which can be found "HERE". As part of these terms and conditions, you acknowledge that you understand, have read, and accept all terms and conditions contained within the RestAssured Online, LLC Privacy Policy. RestAssured Online, LLC reserves the right to terminate any account that does not include a valid email address on file. This email address must be stored in the profile for your account on the RestAssured Online, LLC system.***

### **Operational Functionality**

RestAssured Online, LLC reserves complete and sole discretion with respect to the operation of the RestAssured Online, LLC Services. RestAssured Online, LLC may, among other things withdraw, suspend or discontinue any functionality or feature of the RestAssured Online, LLC Services. RestAssured Online, LLC is not responsible for transmission errors or corruption or

compromise of information carried over local or interchange telecommunications carriers. RestAssured Online, LLC is not responsible for maintaining information arising from use of the Website or in respect of the Services. RestAssured Online, LLC reserves the right to maintain, delete, or destroy all communications and information posted or uploaded to the Services in accordance with its internal record retention and/or destruction policies.

### **Temporary Use License Granted**

Only for the duration of being logged into your valid RestAssured Online, LLC account, you are hereby granted a non-exclusive, non-transferable temporary license, subject to the terms and qualifications of these Terms and Conditions to use the Services solely for personal, noncommercial use. The Customer is not granted a license or any other right to store any of the Services (including any portion of the software or documentation) on any computer or other device, or copy or otherwise use such information to create derivative works.

### **Spam and Compliance with Anti-Spamming Laws**

RestAssured Online, LLC maintains compliance with the federal CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing) by giving you the option to opt-out of email marketing at any time.

## **CONDITIONS OF SALE**

### **Product Returns**

You may return unused products up to 30 days from the original ship date for a refund, minus a 15% restocking fee. Due to sanitary issues, prescription medical products must be unopened to be eligible for return. CPAP and related machines will not be eligible for return if usage hours register >0 and/or visible signs of wear are present. We disclaim any losses due to damage or breakage of product during return shipping. Shipping costs are not refundable and return shipping is not covered.

### **Shipping Terms**

All orders will be shipped using UPS, Surepost or Mail Innovations. If you do not obtain enough valid data on your sleep apnea test for the doctor to generate a report, you will have the ability to re-take the test again for a \$25 shipping and handling fee.

### **Sales Tax**

RestAssured Online, LLC clients will be subject to sales tax on the entirety of the non-service and non-prescription items purchased based on the sales tax laws of the residency state of the client.

### **Warranties**

Certain products that we sell may have warranties provided by their manufacturers. RestAssured Online, LLC is a reseller of products and therefore does not provide any warranties. RestAssured Online, LLC will accept returns on merchandise that was purchased from the Website, is under warranty, and has manufacturing defects. If the product that you purchased has defective materials and/or workmanship, please contact us and then, if required, a return authorization number will be issued to you by email. Please note that any associated shipping cost to return merchandise to RestAssured Online, LLC is not covered in any warranty situation. CPAP and related machine warranty decisions with regard to repair versus replacement are made solely at the discretion of the manufacturer.

## **Product Recall**

It is necessary that we obtain your full contact information including phone number, mailing address and email address in order that we may contact you in the unlikely event that we are notified of a product recall. Upon notification of a product recall, a representative of RestAssured Online, LLC will respond to the notification within the manufacturer's designated timeframes. Personnel will examine all inventories for the recalled products and isolate the specified items until receiving further instructions to either discard them or return the products to the manufacturer. All products previously issued to clients/patients but which have been recalled must be exchanged for acceptable substitutes.

## **Prescription Policy for Legend Devices**

Federal law requires that we have a valid prescription on file before we ship you a machine, mask, or humidifier. The prescription must be submitted to us by mail or fax. You do not need a new prescription to fulfill this requirement and can send us your original prescription, provided it has not expired. Prescription can be written by any of the following providers:

- Medical Doctor (M.D.)
- Doctor of Osteopathy (D.O.)
- Physician Assistant (with supervising M.D. or D.O.)
- Nurse Practitioner (N.P.)
- Dentist (D.D.S. or D.M.D.) including oral surgeons and orthodontists
- Naturopathic Physicians (N.D.)

We're sorry, we cannot accept prescriptions from:

- Psychologists
- Chiropractors
- Physical Therapists
- Podiatrists
- Optometrists

The required elements of prescriptions for various types of equipment are outline below. All medical prescriptions must include the patient's name, the prescribing physician's full name, the physician's contact information and the physician's signature.

## CPAP Machine Prescription

- One of the following phrases: "CPAP" or "Continuous Positive Airway Pressure."
- Specific pressure. For example: "9 CM/H2O," or simply "9."

## BPAP Auto Machine Prescription

- One of the following phrases: "BPAP," "BiLevel," "VPAP," "BPAP Auto."
- Inspiration pressure (IPAP) and expiration pressure (EPAP) are NOT required for the BPAP Auto.

## BPAP ST Machine Prescription

- Contains one of the following words or phrases: "BPAP ST," "Synchrony ST," "VPAP ST."
- Contains a backup rate or BPM setting.
- Contains your inspiration pressure (also called IPAP Pressure or Breathing In pressure). For example: "IPAP 12 CM/H2O," or simply "IPAP 12."
- Contains your expiration pressure (also called EPAP Pressure or Breathing Out pressure). For example: "EPAP 18 CM/H2O," or just "EPAP 18."

## BPAP Auto SV Machine Prescription

- Contains one of the following words or phrases: "BPAP SV" or "BPAP Servo Ventilation."
- May or may not contain a backup rate or Breath Per Minute (BPM) setting.
- Contains your IPAP Min and Max, or Minimum and Maximum Inspiration Pressure (breathing in pressure), or the settings can be provided to us. Examples: "IPAP Min 6 cm/H2O - IPAP Max 15 cm/H2O," "IPAP Min 6 cmwp - Max 15 cmwp," "IPAP Min 6 - IPAP Max 15."
- Contains your EPAP or Expiration (breathing out Pressure) or the setting can be provided to us. This may be called the EEP (End Expiratory Pressure). Examples: "EPAP 5 cm/H2O," "EPAP 5 cmwp," "EPAP 5."
- Sample of wording for a complete prescription for a BPAP Auto SV to include Back Up Rate: "BPAP SV," "IPAP Min 6 cmH2O," "IPAP Max 15 cm H2O," "EPAP 6 cmH2O," "13 BMP."

## CPAP Mask Prescription

- Contains one of the following words or phrases: "CPAP Mask," "CPAP Supplies," "CPAP Humidifier," "CPAP," "Continuous Positive Airway Pressure," "APAP," "AutoPAP," "AutoSet," "Auto CPAP," "Auto Adjusting CPAP," "Self Adjusting CPAP," "BPAP," "BiLevel," "VPAP," "BPAP Auto," "BPAP ST," "Synchrony ST," "VPAP ST."

## CPAP Humidifier Prescription

- Contains one of the following words or phrases: “CPAP Humidifier,” “Humidifier,” “HH,” “CPAP Supplies,” “CPAP Mask,” “CPAP,” “Continuous Positive Airway Pressure,” “APAP,” “AutoPAP,” “AutoSet,” “Auto CPAP,” “Auto Adjusting CPAP,” “Self Adjusting CPAP,” “BPAP,” “BiLevel,” “VPAP,” “BPAP Auto,” “BPAP ST,” “Synchrony ST,” “VPAP ST.”