



## Terms of Service

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the mixlabrx.com website (the "Service") operated by Mixlab, Inc. ("Mixlab", "us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

### Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service.

### Mixlab

336 West 37<sup>th</sup> Street, Suite 850  
New York, NY 10018

hello@mixlabrx.com  
(888) 901-4480



You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **Practice Accounts**

When you create a practice account with us to fill and deliver medications for your patients, you represent and warrant that: (i) the prescriptions submitted have been written and authorized by a licensed prescriber; (ii) in the case of an animal patient, the prescriber has a valid Veterinarian Client Patient Relationship with the patient; (iii) all prescriptions are for use on a single patient; (iv) you have informed the patient or animal patient owner that the patient or animal patient owner may have the prescription filled by any pharmacy of their choice; (v) the patient or animal patient owner has requested to have the medication filled by Mixlab; (vi) upon Mixlab's request, you agree to provide written verification of the items listed in this section; and that (ii) the information you supply to us is true, correct and complete.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of Mixlab and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Mixlab.

## **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Mixlab.

Mixlab has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Mixlab shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of New York, United States, without regard to its conflict of law provisions.

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Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## Contact Us

If you have any questions about these Terms, please contact Mixlab at:

Mixlab  
336 West 37<sup>th</sup> Street, Suite 850  
New York, NY 10018  
Email: [hello@mixlabrx.com](mailto:hello@mixlabrx.com)  
Phone: (888) 901-4480

**Effective Date: September 1, 2017**





## **Ryan Haight Online Pharmacy Consumer Protection Act Disclosure Statement**

"This online pharmacy will only dispense a controlled substance to a person who has a valid prescription issued for a legitimate medical purpose based upon a medical relationship with a prescribing practitioner. This includes at least one prior in-person medical evaluation or medical evaluation via telemedicine in accordance with applicable requirements of section 309."

### **Pharmacist in Charge:**

Dr. Vinh Dam, PharmD, MS

(888) 901-4480

States of Licensure: CA, NJ, NY, MD, VA

Mixlab, Inc. ("Mixlab") holds valid pharmacy licenses in CT, FL, MD, NJ, NY, OH and PA states.

Mixlab does not hold a contractual relationship with a practitioner to provide medical evaluations based on a questionnaire.

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