

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Application means the software program provided by the Company downloaded by You on any electronic device, named Rxperius

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Service or parts of our Service.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Rxperius, Inc., 118 St Marys Street Raleigh NC 27605.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Service refers to the Application or the Website or both.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to Rxperius, accessible from <http://www.rxperius.com>

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

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

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or

entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

By creating an account, you also consent to receive electronic communications from Rxperius, including but not limited to, texts, emails posting notices regarding your account, password and other transactional information. You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

Content

Although You are limited as to what Content You post, You are responsible for complying with all applicable local, state, national and foreign laws. You will not violate any contract, intellectual property or other third-party right or commit a tort, and You are solely responsible for Your conduct while accessing our Website.

You represent and warrant that: [1] the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and [ii] the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

You may receive promotional communications such as newsletters, special offers, surveys and other news and information which may be of interest to You. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided herein.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and laws of the United States and other foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, or for no reason at all, in our sole discretion.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

In no event will Rxperius, Rxperius's licensors, affiliates, and Our respective owners, Directors, Officers, Employees, Contractors, Agents and Representatives, (collectively, "Rxperius Parties") be liable to You for any damages whatsoever, including without limitation, indirect, incidental, special, punitive or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of data or lost profits, whether in an action in contract, tort (including but not limited to negligence) or otherwise, including but not limited to damages caused by or resulting from reliance on information

obtained through the services or from the conduct of You or anyone else (including but not limited to bodily injury, death or property damage), whether online or offline, arising out of or in connection with Your use of the services, or the Rxperius Content, whether the damages are foreseeable and whether or not Rxperius has been advised of the possibility of such damages in advance. If You are dissatisfied with the services, the Rxperius Content, or these Terms, Your sole and exclusive remedy is to discontinue using the services. If the foregoing is not enforceable against You, in no event will the cumulative liability of the Rxperius parties to You, whether in contract, tort, or otherwise, exceed the greater of [i] the aggregate amount You paid Rxperius to access or use the services in the previous twelve-month period or [ii] \$100.

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software,

applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

These Terms and this Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

ARBITRATION AGREEMENT

Both You and the Company agree that any and all disputes or claims (1) now existing or hereafter arising between the parties as a result of the Your relationship with Company; (2) any matter or claim connected therewith shall be subject to this Binding Arbitration Agreement ("Agreement"). This Agreement encompasses, but is not limited to, alleged breaches of contract, business practices, torts and alleged violations of civil or constitutional rights. **This Agreement does not apply to nor does it preclude criminal proceedings.** Either party intending to seek dispute resolution pursuant to this Agreement must first send to the other party by certified mail, return receipt requested, a written Notice of Dispute and Demand for Arbitration. This Agreement shall, with respect to any dispute or claim, survive the expiration or termination of this Agreement. **No class action is allowed under this Agreement or any other agreement(s) between Company and You and there shall be no joinder of parties to the Agreement or to any other agreement(s) between Company and You.** You and the Company agree that this Agreement is subject to and governed *solely* by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq*, as the Company is engaged in transactions involving interstate commerce.

BY AGREEING TO ARBITRATE DISPUTES, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY. YOU ARE WAIVING YOUR RIGHT TO HAVE

A COURT RESOLVE YOUR DISPUTE. YOU ARE WAIVING YOUR RIGHT TO FILE A CLASS ACTION LAWSUIT AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT. YOU ARE WAIVING YOUR RIGHT TO CERTAIN DISCOVERY RULES THAT APPLY IN A CIVIL LAWSUIT. YOU AND COMPANY AGREE THAT THE ARBITRATOR HAS NO AUTHORITY TO CONDUCT CLASS-WIDE ARBITRATIONS AND CAN ONLY DECIDE THE DISPUTES BETWEEN YOU AND COMPANY. IF ANY PART OF THIS ARBITRATION AGREEMENT IS RULED TO BE INVALID, THEN THE UNDERLYING DISPUTE MUST BE RESOLVED BY A JUDGE, SITTING WITHOUT A JURY, IN A COURT OF COMPETENT JURISDICTION AND NOT AS A CLASS ACTION OR MULTI-CLAIMANT LAWSUIT.

DISPUTE RESOLUTION PROVISIONS

The parties agree that any and all disputes or claims between the parties as defined above shall be addressed by binding arbitration with one (1) Arbitrator. Company shall pay the costs of the Arbitration. The parties shall select the one Arbitrator from any list of arbitrators maintained by the Federal or State court system or the local Bar Association and that process shall continue until an Arbitrator acceptable to both parties is agreed upon. The Arbitrator will establish the rules governing the arbitration in consultation with the parties. While the arbitration should be as informal as possible, it should comport with all elements of due process including the right to call, question and cross-examine witnesses. The Arbitrator shall render a binding, non-appealable ruling as soon as possible after the final arbitration hearing but no later than sixty (60) days after same. In the event the arbitration award is less than the initial demand, You shall be responsible for reimbursing Company all court and/or Arbitration costs incurred by Company. At the sole discretion of the Arbitrator, attorney fees may be awarded if it is determined that a frivolous case or a case brought for improper purposes has been initiated.

Notwithstanding anything to the contrary herein, if the dispute or claim of either party falls within the monetary jurisdictional limit of the small claims court to which either party may be subject, either party may bring an action in said court in lieu of arbitration if the amount of the claim is within the jurisdictional limits of said court.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to 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 those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By email: info@rxperius.com

Date: October 18, 2021