

Terms and Condition of Sale

Gateway Pharmacy values you as a customer and your right to privacy. Except as may be otherwise required by law, **Gateway Pharmacy** will exercise commercially reasonable efforts to ensure that your personal information remains confidential and available only to **Gateway Pharmacy**, and its employees, agents, and contractors. **Gateway Pharmacy** will not sell your personal information to third parties.

You will be charged the prices quoted for Products you have selected for purchase at the time you complete an order with an employee of **Gateway Pharmacy**.

It is your responsibility to promptly notify your bank of any changes to your billing information, or of any loss, theft, or unauthorized use of your credit card number. You are responsible for updating your registration information and your credit card information, as applicable.

Notwithstanding any statements on the web pages or these bullet points, the Terms and Conditions are the agreement between you and **Gateway Pharmacy**. By completing an order with an employee, you confirm and affirm that you have read, understood and agree to the Terms and Conditions, of the form in which they appear at the time the order is submitted.

1.Offer and acceptance.

By submitting an order with an employee, you offer to purchase the items provided by **Gateway Pharmacy** for purchase. It shall be in **Gateway Pharmacy's** discretion to accept or reject your offer. If **Gateway Pharmacy** accepts your offer, these Terms and Conditions constitute a legal agreement between **Gateway Pharmacy** and you governing your purchase of the Product from **Gateway Pharmacy**.

2.Responsibilities.

If **Gateway Pharmacy** accepts your order, **Gateway Pharmacy** shall, in return for your payment, provide the Product, which you ordered over the phone with **Gateway Pharmacy**. The Product shall be delivered to you by a third party shipper such as FedEx at the delivery address you designate. Your payment for the Product and shipping, including sales taxes and assessments if applicable, is due upon completion of your order with a pharmacy employee. **Gateway Pharmacy** will charge the payment to the credit card which you provide to **Gateway Pharmacy**, and will collect the payment from your bank. You authorize **Gateway Pharmacy** to make and collect such charge, and agree to make payment to **Gateway Pharmacy** if **Gateway Pharmacy** cannot collect the charge for any reason. The total amounts you shall pay for the Product per each order shall be the sums of the respective prices for the items you select and confirm over the phone with **Gateway Pharmacy**, plus all applicable sales taxes and shipping charges, as reported to you verbally by an employee.

3.Product Pricing and Shipping Charges.

You will be charged the prices quoted for Products you have selected for purchase at the time you submit your order with an employee. If pricing for Products you have ordered changes after you place your order, an employee will contact you to notify you of the price change. If the new price is agreed upon, **Gateway Pharmacy** will continue with the shipping of your order. If the new price is not desirable for the customer, your order will be cancelled and you will not be charged.

4. Communications.

Gateway Pharmacy shall conclusively presume that information received from you via telephone and registration process are accurate, complete, and authorized by you as received by **Gateway Pharmacy**. You agree not to contest the validity and binding legal effect of those communications.

5. Shopper registration.

You agree to complete the initial registration process by contacting **Gateway Pharmacy**, and to provide **Gateway Pharmacy** with accurate, complete and updated information as required for the initial registration process, including, but not limited to, your legal name, billing and delivery addresses, and telephone number. You must provide **Gateway Pharmacy** with an accurate and complete credit card number and expiration date at the time of submitting your online purchase

order. You represent and warrant to **Gateway Pharmacy** that your use of any credit card is authorized and legal.

6. Shopper information changes.

It is your responsibility to promptly notify your bank of any changes to your billing information or loss, theft, or unauthorized use of your credit card number. You are responsible for updating your registration information and your credit card information, as applicable.

7. Delivery.

Gateway Pharmacy will deliver to you any orders received Monday through Friday 9am-6Pm. All orders placed before 5pm will be delivered for the next business day unless otherwise informed by an employee. Any orders placed after 5pm will be shipped the following business day. **Gateway Pharmacy** has no control over delivery delays due to inclement weather or any other reason.

8. Out of Stock Policy.

Although **Gateway Pharmacy** believes that it will have sufficient inventory to fill your orders, it is possible that certain Products may be unavailable, from time to time. In the event an item you have ordered is temporarily unavailable, **Gateway Pharmacy** will attempt to notify you and will fill the remainder of your order.

9. Product Information.

Gateway Pharmacy is not responsible for any inaccuracy or misstatement of any such information. You should read the Product information upon delivery or contact the product manufacturer.

10. Disclaimer of warranty.

Gateway Pharmacy makes no representations or warranties, whatsoever, as to the substance, or the accuracy or sufficiency thereof, of any Product items ordered. **Gateway Pharmacy** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE PRODUCTS SOLD, DELIVERIES, OR OTHERWISE.

11. Disclaimer

It is the responsibility of the consumer to check with the laws in their state to ensure legality.

12. Limitation of liability.

Gateway Pharmacy shall not be liable to you for any interception of online communications, software or hardware problems (including, without limitation, viruses, loss of data, or compatibility conflicts), unauthorized use of your credit card, or other consequence beyond the reasonable control of **Gateway Pharmacy**. Any liability of **Gateway Pharmacy**, its employees, affiliates, or agents, to you for damages, losses and causes of action, whether in contract, tort, or otherwise, either jointly or severally, shall be strictly limited to the aggregate dollar amount paid by you to **Gateway Pharmacy** in the twelve (12) months (or, if less, such shorter period of your use of the online shopping service) immediately prior to the claimed injury or damage.

13. Confidentiality.

Gateway Pharmacy values you as a customer and your right to privacy. Except as may be otherwise required by law, **Gateway Pharmacy** (i) will exercise commercially reasonable efforts to ensure that your credit card information remains confidential and is available only to personnel who have a need to know such information in connection with providing you with **Gateway Pharmacy** services or otherwise for **Gateway Pharmacy** general business purposes and (ii) will not sell your name, address or similar personal information to third parties or permit the use of such information outside the scope of the **Gateway Pharmacy** service or **Gateway Pharmacy** general business purposes. **Gateway Pharmacy** may, and reserves the right to, use and disclose internally within **Gateway Pharmacy** any aggregated information, including information you provide to **Gateway Pharmacy**, regarding **Gateway Pharmacy** customers and usage of service, for any purpose.

14. Applicable law.

These Terms and Conditions constituting the sole and entire agreement between **Gateway Pharmacy** and you are governed by laws of the State of Texas without regard to conflict of laws rules.

15. Changes to Terms and Conditions.

Gateway Pharmacy reserves the right to, from time to time, with or without notice to you, in **Gateway Pharmacy's** sole discretion, amend the Terms and Conditions for use and purchases. Any amendments by **Gateway Pharmacy** will be effective only as to orders you place subsequent to **Gateway Pharmacy** revisions of these Terms and Conditions on the web site to reflect the amendments. **Gateway Pharmacy** will plan to notify you of any material amendments to the Terms and Conditions, however, it is your responsibility to review the Terms and Conditions prior to submitting each order and **Gateway Pharmacy** has no responsibility to notify you of any changes prior to effectiveness of the changes or otherwise.

16. Terms and Conditions Govern.

These Terms and Conditions, as amended from time to time, shall be the sole terms of the agreement between you and **Gateway Pharmacy** regarding your telephone order. All statements otherwise made on the web site are intended only for your convenience and do not form and are not included in the terms for your purchase.

17. Taxes.

If you become aware of any unpaid sales taxes or other amounts with respect to any purchases, you must expeditiously report this to **Gateway Pharmacy** and you must timely pay such taxes or amounts.

18. Gateway Pharmacy Right to Refuse Service.

Gateway Pharmacy, in its sole discretion, reserves the right to refuse service to anyone, with or without cause or reason.

Refund Policy:**Prescriptions**

Please contact the pharmacy during store hour with prescription-related issues.

Please do not mail prescriptions.

All Other Nonprescription Products

Gateway Pharmacy accepts the return of all other nonprescription items to our store within 30 days of the purchase date printed on the original receipt.

Refunds of Opened Products

Customers can return any opened nonprescription items. Gateway Pharmacy will issue a full refund of the purchase price without asking questions about the reason for the return. All nonprescription products must be unopened unless damaged or defective.