



TERMS AND CONDITIONS

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Multiple Facilities

dot metrics has multiple facilities as part of its pharmacy network under common ownership. Your prescription may be processed and medication order filled at any site in compliance with pharmacy regulations. The dispensing pharmacy will always be identified on the prescription label. All dot metrics pharmacy locations can be found in our Service Guide.

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There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, dot metrics will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Applicable Law

By using any dot metrics Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and dot metrics.

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Please review our other policies, such as our Service Guide posted on this site. These policies also govern your use of dot metrics Services. dot metrics reserves the right to make changes to our web site, policies, and these Terms of Use at any time.

Severability, Waiver, and Entire Agreement

If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term. dot metrics s failure to insist upon strict performance of any provision of these Terms of Use and policies will not be construed as an implicit waiver of any provision or right.

These Terms of Use and policies constitute the entire agreement between you and dot metrics governing your use of the dot metrics Services.

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Questions or Additional Information

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