

Terms and Conditions, Privacy Policy and HIPAA Notifications

Welcome to Modernoxygen.com. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern ModernOxygen.com's relationship with you in relation to this website.

These terms and conditions regulate the business relationship between you and us. By using this site in any way, or buying from us, you agree to be bound by them.

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorized use of this website may give to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You may not create a link to this website from another website or document without Modernoxygen.com's prior written consent. Your use of this website and any dispute arising out of such use of the website is subject to the laws of United States of America.

Modernoxygen.com website (the "Service") is an online information and communication service subject to your compliance with the terms and conditions set forth below, including all exhibits hereto.

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the Service. Modernoxygen.com may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Service shall be deemed your conclusive acceptance of the modified Agreement.

- Returns:** We can only accept returns of brand new un-opened boxes. We are not authorized to re-sell used units, if your box has been opened or the factory seal has been broken, we cannot accept the unit back for any reason. All oxygen concentrators are sold brand new, factory sealed with a full three year warranty. If you have ordered a unit and changed your mind or no longer have a need for the unit, you can call in to cancel your order before it has shipped. If the order has already been shipped, please refuse shipment. All returns of unopened boxes will be subject to a transaction/restocking fee as well as any shipping and insurance costs incurred by us.
- Intentions.** Information presented in this online website is intended to provide general understanding and knowledge of oxygen therapy related products which can be purchased online or by telephone. The information is compiled from a variety of sources ("information providers") but should not be considered complete and should not be used in place of operating manuals, federal and international standards, consultation or advice from a physician, official government recognized regulatory agencies or original manufacturers of products and equipment. Information obtained by using the ModernOxygen.com website is not exhaustive and does not cover all possible health treatments. ModernOxygen.com makes no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of the information. ModernOxygen.com cannot and do not warrant against human and machine errors, omissions, delays, interruptions, or losses, including loss of data. You should never disregard a physician's advice or delay in seeking it because of something you have read on this website.
- Copyright (Proprietary Rights).** The Service contains copyrighted material, trademarks, and other proprietary information, including; text, photos, graphics, video, software and the entire contents of the Service is copyrighted under the United States copyright laws. You may not modify, transmit, publish, display, participate in the transfer or sale of, create derivative works or in any way exploit any portion of the content of the Service. You may download and print portions of material from different areas of the Service solely for your own personal, non-commercial use. Unless otherwise expressly permitted under copyright law, you may not copy, publish, redistribute, display or commercially exploit any portion of the Service without prior written permission from ModernOxygen.com. No portion of the content of the Service may be stored in a computer, except for personal, non-commercial use.
- Use of Service.** You understand that, except for information, products or services clearly identified as being supplied ModernOxygen.com, ModernOxygen.com does not operate, control or endorse any information, products or services on the

Internet in any way. Except for ModernOxygen.com identified information, products or services, all information, products and services offered through the Service or on the Internet generally are offered by third parties that are not affiliated with ModernOxygen.com. You assume total responsibility and risk for your use of the Service and the Internet.

ModernOxygen.com does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Service, any merchandise, information or service provided through the Service or on the Internet generally, and ModernOxygen.com shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Service or on the Internet generally. ModernOxygen.com does not warrant that the Service will be uninterrupted or error-free or that defects in the Service will be corrected. The Service and any software made available on the Service are provided on an "as is, as available" basis. In no event will ModernOxygen.com be liable for (I) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the Service, or any information, or transactions provided on the Service or downloaded or hyperlinked from the Service, even if ModernOxygen.com or its authorized representatives have been advised of the possibility of such damages, or (II) any claim attributable to errors, omissions, or other inaccuracies in the Service and/or materials or information downloaded through, or hyperlinked from, the Service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, ModernOxygen.com's liability is limited to the greatest extent permitted by law.

5. **Indemnification.** User's of the Service agree to indemnify, defend, and hold harmless ModernOxygen.com and AV Respiratory Services, Inc., its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your Internet account (including negligent or wrongful conduct) by you or any other person accessing the Website using your Internet account.
6. **Third Party Rights.** The provisions of paragraphs 4 (Use of the Service), and 5 (Indemnification) are for the benefit of ModernOxygen.com and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.
7. **Links.** ModernOxygen.com may provide links, in its sole discretion, to other sites on the Internet for the convenience of its users in locating related information and services. These sites have not necessarily been reviewed by the Service and are maintained by third parties over which the Service exercises no control. Accordingly, ModernOxygen.com expressly disclaims any responsibility for the privacy policies, information collection practices, the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party web sites. Moreover, these links do not imply an endorsement with respect to any third party or any web site or the products or services provided by any third party.
8. **Force Majeure.** ModernOxygen.com shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including, without limitation, delays due to back orders of products, mail or shipping delays, customs delays, lost shipments, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Service. The Service may use email to notify the Customer in the event of such delays upon its sole discretion. Customer shall be solely responsible to make other arrangements to purchase or seek alternative products. Any and All costs incurred in connection with such purchases shall be borne by Customer alone and not ModernOxygen.com
9. **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of California and the laws of the United States of America, without giving effect to any principles of conflicts of laws. All disputes, controversies or claims arising out of or in connection with these Terms shall be submitted to and be subject to the exclusive personal jurisdiction of the Circuit Court of the State of California for the County of Los Angeles. The parties submit to the exclusive jurisdiction of such co California courts to adjudicate or determine any suit, action or proceeding arising out of or in connection with these Terms

Our Commitment to Privacy

ModernOxygen.com adheres to the highest standards of ethical practices in all of our operations, and we are dedicated to protecting the privacy of all visitors to our website. ModernOxygen.com has prepared this privacy notice ("Notice") to describe what information about you is collected and how that information may be used, disclosed and protected when you access or use any of our services via the Internet or through any wireless device that allows Internet access. This Notice does not apply to information that may be collected offline. ModernOxygen.com may revise or update this Notice from time to time, so you should refer back to this page often for the latest information.

Information We Collect

We collect information from you when you register on the site, place an order, respond to a survey or communication such as email, or participate in another site feature. When ordering or registering, we may ask you for your name, email address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

How We Use Information

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. The term "outside parties" does not include ModernOxygen.com. It also does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Please note that we may maintain information about any individual sales transaction in order to service that transaction and for record keeping.

Cookies

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Netscape Navigator or Internet Explorer) settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your site experience more efficient and some of our services will not function properly. However, you can still place orders over the telephone by contacting customer service.

Third party links

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work). If Modernoxygen.com contracts a third party for services whereby our visitors' personal and medical data is disclosed, Modernoxygen.com will ensure that the third party is aware of the published Modernoxygen.com terms of service, privacy policy and HIPAA Notification.

Changes to our policy

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on February 5, 2010

Online Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Your consent

By using our site, you consent to our privacy policy.

HIPAA Notifications

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices describes how ModernOxygen.com may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. If you have questions about any part of this Notice or if you want more information about the privacy practices at any of the above listed organizations, please contact: 1-888-776-9943

1. **OUR DUTIES TO YOU REGARDING PROTECTED HEALTH INFORMATION** The above listed organizations are required by law to (1) make sure that medical information that identifies you is kept private, (2) give you this notice of our legal duties and privacy practices with respect to medical information about you, (3) follow the terms of the notice that is currently in effect, and (4) communicate any changes to the Notice to you. We reserve the right to change this Notice of Privacy Practices at any time in the future. The Notice's effective date is found at the top of the first page. We reserve the right to make the revised or changed notice effective for protected health information we already have about you as well as any information we receive in the future. You may request a copy of any revised notice of Privacy Practices by: 1) calling the compliance number above, 2) requesting one by emailing info@ModernOxygen.com or 3) via our website at <http://www.ModernOxygen.com>. Until such amendment is made, we are required by law to comply with this Notice.

2. **USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

a. **Uses and Disclosures of Protected Health Information for Treatment, Payment and Healthcare Operations** The law permits us to use or disclose your protected health information for the following purposes:

i. **Treatment.**

We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. Doctors and/or residents, nurses, technicians, medical students, or other health care personnel who are involved in taking care of you use medical information about you. Different departments of the organization may share protected health information about you in order to coordinate the different things you need, such as prescriptions. We may also disclose protected health information about you to people outside our organization that will be involved in your medical care or others we use to provide services that are part of your care. For example, your family doctor/primary care physician may want to be informed of which durable medical equipment you received from ModernOxygen.com, so that (s)he may provide the appropriate follow-up care for treatment provided by your equipment.

ii. **Payment.**

Your protected health information will be used or disclosed, as needed, to obtain payment for your health care services. This may include certain activities that we are required to undertake before payment can be obtained from your health insurance plan or other third party. These activities may include determining eligibility or coverage of benefits, reviewing services provided to you as medically necessary, and obtaining approval for receiving durable medical equipment from your health insurance plan.

iii. **Health Care Operations.**

We will use or disclose, as needed, protected health information about you in order to support the daily activities of providing health care and medical equipment. These uses and disclosures are necessary to run the organization and make sure that all of our patients receive quality service. These activities include, but are not limited to, quality assessment activities, audits, investigations, oversight or staff performance reviews, training of medical students, licensing, and conducting or arranging for other health care related activities. For example, we may use your protected health information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may also combine protected health information about many patients to decide what additional services the organization could offer, what services are not needed, and whether certain new treatments are effective. Since we are a teaching institution, we may also disclose information to doctors, residents, nurses, technicians, students, community physicians, and other hospital or clinic personnel for research studies and learning purposes. We will remove information that identifies you from this set of medical information so others may use it to study medical care and medical care delivery without learning who you are.

Information provided to you:

- **Treatment Alternatives:** We may use and disclose your medical information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.
- **Medical-Related Benefits and Services:** We may use and disclose your medical information to tell you about medical-related benefits or services that may be of interest to you, such as COPD management classes, stress management classes, etc.

b. **Uses and Disclosures of Protected Health Information Based upon Your Written Authorization**

Except as described in this Notice of Privacy Practices, we will not use or disclose your protected health information without your written authorization. If you do authorize us to use or disclose your protected health information for another purpose, you may revoke your authorization in writing at any time.

c. Other Permitted and Required Uses and Disclosures That May Be Made Without Your Authorization or Opportunity to Object

We may use or disclose your protected health information in the following situations without your authorization. These situations include:

Required by Law: We may use or disclose your protected health information when required to do so by federal, state or local law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. For example, the Office of Civil Rights or the Office of the Inspector General may require access to your protected health information while conducting audits or investigations of reported privacy breaches or violations. By law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996.

- i. **Public Health and Safety:** As required by law, we may disclose your protected health information to public health authorities for purposes related to: 1) preventing or controlling disease, injury or disability; 2) reporting births and deaths; 3) reporting child abuse or neglect; 4) reporting domestic violence; 5) reporting to the Food and Drug Administration problems with products and reactions to medications; 6) notifying people of recalls of products they may be using; and 7) reporting disease or infection exposure to a person who may have been exposed or may be at risk for contracting or spreading a disease or condition. We may also disclose your protected health information to appropriate persons in order to prevent or lessen a serious and imminent threat to your health or safety, or the health or safety of another person or the general public. Any disclosure, however, would only be to someone able to help prevent the threat.
- ii. **Military Activity and National Security:** When the appropriate conditions apply, we may use or disclose protected health information of individuals who are Armed Forces personnel or veterans (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military service. We may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities including for the provision of protective services to the President or others legally authorized.
- iii. **Health Oversight Activities:** We may disclose your protected health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings required by the government to monitor the health care system, government programs, and compliance with civil rights laws.
- iv. **Legal Proceedings:** If you are involved in a lawsuit or a dispute, we may disclose your protected health information in response to a court or administrative order. We may also disclose your protected health information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.
- v. **Law Enforcement:** We may disclose your protected health information to law enforcement officials for purposes or in situations such as:
 - identifying or locating a suspect, fugitive, material witness or missing person;
 - in response to a court order, subpoena, warrant, summons or similar process;
 - about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
 - about a death we believe may be the result of criminal conduct;
 - about criminal conduct at the hospital; and in emergency circumstances to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.
- vi. **Worker's compensation:** We may use and disclose your protected health information as necessary to comply with worker's compensation laws regarding work-related injuries or illness.
- vii. **Change of Ownership:** In the event that (List Entities), is sold or merged with another organization, your medical information/record will become the property of the new owner.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU. You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of protected health information about you that is contained in a designated record set for as long as we maintain the protected health information. A “designated record set” contains medical and billing records and any other records that your physician or hospital use for making treatment decisions about you, except for psychotherapy notes.

To request a copy of your medical information collected by ModernOxygen.com Inc., contact the CEO: info@ModernOxygen.com

You have the right to request restrictions or limitations on certain uses and disclosures of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. In your request, you must tell us (1) what information you want restricted, (2) whether you want to restrict our use, disclosure or both, (3) to whom you want the restriction to apply, for example, disclosures to your spouse, and (4) an expiration date. We are not required to agree to a restriction that you may request. If the health care provider believes it is in your best interest to permit use and disclosure of your protected health information, then it will not be restricted. If your health care provider does agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with your physician.

To request a restriction of your protected health information, please send your written request to: info@ModernOxygen.com
You have the right to request to receive confidential communications from us by reasonable alternative means or at an alternative location. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications of your protected health information, please send your request to: info@ModernOxygen.com

You have a right to request that we amend your protected health information that is in your designated record set. A “designated record set” contains medical and billing records and any other records that your physician or health care provider uses for making treatment decisions about you, except for psychotherapy notes. We will consider your request and will make amendments based on the medical opinion of the health care provider who originated the entry. However, if the health care provider believes the entry should not be amended, we are not required to make the amendment. We will inform you about the denial and how you can disagree with the denial. For more information about requesting amendments to your designated record set, contact: info@ModernOxygen.com

You have a right to receive an accounting of certain disclosures we have made of your protected health information. This right applies to disclosures for purposes other than treatment, payment or health care operations. Nor does this right apply to information provided to you and certain government functions as addressed in this Notice of Privacy Practices. To request an accounting of disclosures, contact: info@ModernOxygen.com

You have a right to obtain a paper copy of this Notice of Privacy Practices. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this Notice. You may obtain a copy of this Notice on our website or by contacting: info@ModernOxygen.com

CONTACT INFORMATION AND COMPLAINTS If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your medical information or in response to a request you made to amend or restrict the use or disclosure of your medical information or to have us communicate with you in confidence by alternative means or at an alternative location, you may complain to us using the contact information listed at the end of this notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your medical information. You will not be penalized for filing a complaint. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Concerns about this Notice of Privacy Practices or how your protected health information is used or disclosed should be directed to the CEO at info@ModernOxygen.com