Terms and Conditions & Communications Agreement

Effective Date: October 5, 2026
Entity: Hometown Pharmacy ("Hometown Pharmacy," "we," "us," or "our")
Contact: (920) 992-6800 | media@hometownpharmacywi.com

1. Agreement to Terms

By accessing or using our website, contacting us by telephone, or subscribing to our communications across any channel, you agree to be bound by these Terms and Conditions ("Terms") and our Privacy Policy. If you do not agree to these Terms, please do not browse our website or register for our communication programs.

2. Communications Channels & Consent (A2P 10DLC, Email & Voice)

By providing your contact details (phone number, mobile number, or email address) to Hometown Pharmacy through our website, intake forms, digital kiosks, or in-store team members, you provide prior express written consent to receive informational and promotional communications from us across multiple channels.

A. SMS / MMS Text Messaging (A2P Verification & Delivery)

- **Program Scope:** Text messages may include **informational notices** (store hour updates, general pharmacy announcements, location changes, and operational service notifications) and **promotional notices** (health and wellness guidance, nutritional depletion tips, special sales, clinic schedules, and seasonal offers).
- **Opt-In:** Consent to receive promotional or informational SMS is not a condition of purchasing any good or service from Hometown Pharmacy.
- **Message Frequency:** Frequency varies based on your interaction and communication preferences (typically up to 4 promotional messages per month, plus operational updates as needed).
- **Cost: Message and data rates may apply.** Your mobile carrier's standard rates apply to all outgoing and incoming text messages.

- **Opt-Out (STOP):** You can cancel SMS messaging at any time by texting **STOP** in reply to any text you receive from us. Upon texting STOP, you will receive one final confirmatory message acknowledging your unsubscription.
- **Support (HELP):** For assistance with our text messaging, reply **HELP** to any message or contact customer service at **(920) 992-6800** or **media@hometownpharmacywi.com**. (See SMS Terms and Conditions)
- **Carrier Liability Disclaimer:** Mobile wireless carriers (including, but not limited to, AT&T, T-Mobile, Verizon, and regional carriers) are not liable for delayed, misdirected, or undelivered messages.

B. Email Marketing & General Notices

- By providing your email address, you agree to receive administrative communications regarding digital inquiries, customer service follow-ups, and promotional newsletters containing wellness advice, seasonal health alerts, and store specials.
- You may opt out of promotional emails at any time by clicking the "Unsubscribe" link at the bottom of our emails. Opting out of promotional emails will not disable non-promotional customer service correspondence initiated at your request.

C. Voice & Telephonic Communications

- You consent to receive voice calls, including automated calls or prerecorded voice messages, regarding pharmacy service updates, clinical consults, immunization clinic announcements, or general inquiries at the phone number provided.
- Calls to or from Hometown Pharmacy may be monitored or recorded for quality assurance, patient safety, and training purposes.

3. Informative Patient Disclosures & Medical Disclaimer

- **No Substitute for Medical Diagnosis or Treatment:** Content provided on our website, through SMS, via email newsletters, or over marketing communications is for general educational, nutritional, and informational purposes only. It is not intended to serve as individual medical advice, clinical diagnosis, or personalized treatment plans.
- **Consult Your Healthcare Provider:** Always consult your physician, licensed pharmacist, or other qualified healthcare provider regarding health conditions, medication questions, disease management, or dietary supplement regimens.
- **Emergency Medical Situations: Do not use SMS, email, or our website for medical emergencies.** If you are experiencing a medical emergency, call 911 or visit the nearest emergency room immediately.

4. Website Use & Intellectual Property

- **Authorized Use:** You may access and view our website solely for lawful personal informational purposes and in accordance with these Terms. You agree not to attempt to breach security, introduce malicious code, scrape data, or interfere with website functionality.
- **Intellectual Property:** All content on our website and communications—including logos, product descriptions, copy, graphics, images, and layout designs—is the property of Hometown Pharmacy or its content suppliers and is protected by applicable copyright, trademark, and intellectual property laws.

5. Limitation of Liability

To the fullest extent permitted by applicable law:

- Hometown Pharmacy, its affiliates, pharmacists, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from your access to, use of, or inability to access our website, communication services, or delays in SMS/email message delivery.
- We do not warrant that our digital communications, website accessibility, or notification systems will operate uninterrupted, error-free, or entirely free of viruses or external transmission delays.

6. Privacy & Personal Information

Your privacy is paramount. Personal information submitted through our website or communication channels is handled in compliance with our Privacy Policy and applicable privacy regulations. We do not sell, rent, or share your mobile opt-in data or phone numbers with third parties or affiliates for their direct marketing purposes.

7. Changes to Terms

We reserve the right to modify these Terms at our discretion. If we make material modifications, we will update the "Effective Date" at the top of this document and notify you via website notice, email, or text where appropriate. Your continued access to our website or communication programs following the posting of changes constitutes acceptance of the revised Terms.

8. Governing Law & Dispute Resolution

These Terms and any dispute arising from your access to our website or communication channels shall be governed by and construed in accordance with the laws of the State of

Wisconsin, without regard to its conflict of law principles. Any legal action or proceeding shall be brought exclusively in the state or federal courts located in Wisconsin.

9. Contact Us

For questions regarding these Terms, your communication preferences, or our digital services, please reach out to:

- **Hometown Pharmacy**
- **Phone:** (920) 992-6800
- **Email:** media@hometownpharmacywi.com