

Terms of Service

Last Updated: April 14, 2025

Welcome to <https://herodiabeticexchange.com> (the "Website"), operated by Hero Diabetic Exchange, Inc ("the Company," "we," "us," or "our"). These Terms of Service ("Terms") govern your use of the Website and any transactions or interactions with the Company. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Website or engage in any transactions with us.

1. Acceptance of Terms

By using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy (available at <https://herodiabeticexchange.com/privacy-policy>). We may update these Terms at our sole discretion, and your continued use of the Website following such updates constitutes acceptance of the changes.

2. Use of the Website

2.1 Eligibility

You must be at least 18 years of age and legally capable of entering into binding agreements to use the Website or engage in transactions with the Company. By using the Website, you represent and warrant that you meet these requirements.

2.2 Permitted Use

The Website facilitates the sale of diabetic supplies by individuals to the Company. You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website in any way that violates federal, state, or local laws, including those related to the sale of medical supplies.

2.3 Prohibited Conduct

You agree not to:

- Sell or attempt to sell diabetic supplies obtained through illegal means.

- Intentionally misrepresent the condition, authenticity, ownership, or expiration date of any items submitted to the Company, including in any payout estimate forms.
- Use the Website to violate Medicare, Medicaid, or any other healthcare program regulations.
- Transmit harmful code or interfere with the Website's functionality.

3. Purchasing Diabetic Supplies

3.1 Legal Compliance

Hero Diabetic Exchange, Inc operates in compliance with all applicable federal and state laws governing the purchase of diabetic supplies. You represent and warrant that any diabetic supplies you sell to the Company are legally owned by you, were not obtained through Medicare, Medicaid, or any other government healthcare program unless expressly permitted by law, and are not subject to any liens, claims, or restrictions that would prohibit their sale.

3.2 No Medicare or Medicaid Liability

The Company does not accept diabetic supplies purchased or reimbursed through Medicare, Medicaid, or any other government-funded healthcare program unless legally permissible. You agree that you are solely responsible for ensuring compliance with all Medicare, Medicaid, and healthcare-related laws and regulations. Hero Diabetic Exchange, Inc shall not be liable for any legal consequences arising from your failure to comply with such laws, including but not limited to penalties, fines, or recoupment actions by government entities.

3.3 Verification Process

The Company reserves the right to reject any diabetic supplies that do not meet our quality standards, are damaged, expired, or fail to comply with legal requirements. We will notify you if your items are rejected.

4. Payment Terms

4.1 Payout Estimate

When you submit a payout estimate form on the Website, we provide an estimated payout total based on the information you provide about the diabetic supplies (e.g., type, quantity, condition, and expiration date). This estimated payout total is for informational purposes only and is not binding. The actual payout amount is subject to change based on our inspection of the items you send to us.

4.2 Verification and Final Payout

The Company will issue payment to you only after we receive your diabetic supplies and verify that they match the description provided in your payout estimate form, are in good condition, unexpired, and meet our acceptance criteria. If the items do not match your description (e.g., due to misrepresentation of condition, quantity, or expiration date), we will adjust the payout amount accordingly or reject the items. We are not obligated to issue payment for items that fail verification or are rejected.

4.3 Payment Process

Payments will be processed within 1 business day of verification, barring unforeseen circumstances (e.g., technical issues or force majeure events).

4.4 No Guaranteed Payments

All payments are contingent upon the receipt and verification of acceptable diabetic supplies. The Company makes no guarantees or representations regarding final payout amounts until verification is complete. Any estimates provided via the Website are subject to adjustment based on the condition, expiration date, and accuracy of the items received compared to the information provided in your payout estimate form.

5. No Warranty

The Website and our services are provided "as is" and "as available." To the fullest extent permitted by law, Hero Diabetic Exchange, Inc disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the Website will be uninterrupted, error-free, or secure, nor do we guarantee the accuracy of payout estimates.

6. Limitation of Liability

To the maximum extent permitted by law, Hero Diabetic Exchange, Inc, its affiliates, officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising out of or relating to your use of the Website, the sale of diabetic supplies, the accuracy of payout estimates, or any transactions with the Company. This limitation applies even if we have been advised of the possibility of such damages. In no event shall the Company be liable for any claims related to Medicare, Medicaid, or other healthcare program violations caused by your actions.

7. Indemnification

You agree to indemnify, defend, and hold harmless Hero Diabetic Exchange, Inc, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to your use of the Website, your sale of diabetic supplies to us, your misrepresentation of items in the payout estimate form, your violation of these Terms, or your breach of any laws, including Medicare and Medicaid regulations.

8. Intellectual Property

All content on the Website, including text, graphics, logos, and software, is the property of Hero Diabetic Exchange, Inc or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not use or reproduce any content without our prior written consent.

9. Third-Party Links

The Website may contain links to third-party websites or services. We are not responsible for the content, policies, or practices of such third parties, and you access them at your own risk.

10. Termination

We reserve the right to suspend or terminate your access to the Website or any transactions with us at our sole discretion, without notice or liability, for any reason, including suspected violations of these Terms or applicable laws.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law principles. Any disputes shall be resolved exclusively in the state or federal courts located in Florida.

12. Force Majeure

The Company shall not be liable for delays or failures in performance, including payment processing, due to events beyond our reasonable control, such as natural disasters, technical failures, or government actions.

13. Entire Agreement

These Terms constitute the entire agreement between you and Hero Diabetic Exchange, Inc regarding your use of the Website and transactions with us, superseding any prior agreements.

14. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. No Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

16. Contact Us

For questions about these Terms, please contact us at support@herodiabeticexchange.com.