



**TRIUMPH
HOMECARE**

Medicare Accredited • 40+ Years of Experience

Terms and Conditions

These Terms and Conditions govern your use of <https://triumph-homecare.com>, the website's available shopping and inquiry features, and Triumph Homecare Inc. messaging programs in which you separately enroll. "Triumph," "we," "us," and "our" refer to Triumph Homecare Inc.

1. Website use and scope

Please review these terms before using the website or placing an order. Where we ask you to accept these terms, your acceptance applies to the relevant transaction or service. Merely reading these terms does not enroll you in SMS messages or authorize marketing communications.

Separate written agreements, transaction disclosures, patient notices, and program-specific terms may apply to particular products or services. These website terms do not replace those documents or establish the terms of employment. Our internal application is governed by separate terms and privacy disclosures. These website terms do not govern its account access, ticket handling, or patient information.

2. Eligibility and information you provide

You must have legal authority to complete a purchase or enter an agreement with Triumph. If acting for another person or organization, you must have authority to do so. Provide accurate contact and transaction information and notify us of changes needed to fulfill your request.

Do not impersonate another person or use a phone number you are not authorized to provide. Where an account or protected feature is available, safeguard your credentials and contact us promptly about suspected unauthorized access.

3. Product and healthcare information

Triumph provides durable medical equipment (DME) and home medical equipment (HME), including CPAP and BiPAP equipment, oxygen concentrators, supplies, and accessories. Website descriptions and educational material are for general information and are not a substitute for an individualized assessment, diagnosis, or advice from a qualified healthcare professional.

Use equipment according to its instructions, applicable prescription, and guidance from your healthcare provider. Where a prescription or supporting documentation is required, fulfillment is subject to receiving and verifying that documentation. Contact Triumph for the appropriate intake process rather than sending sensitive documents through a general contact form.

The website, email, and text messaging programs are not emergency services and may not be monitored continuously. For a medical emergency, call 911 or your local emergency number. Do not rely on a website response or text notification for urgent medical care.

4. Prices, availability, and orders

Product availability, prices, specifications, and offers may change. Applicable taxes, delivery charges, and other transaction charges will be disclosed before you complete a purchase or agree to the relevant service. The terms presented for an accepted order govern that order; later website changes do not automatically change an existing agreement.

Submitting an order is a request to purchase. Fulfillment may depend on availability, payment verification, prescription requirements, and any conditions disclosed during the transaction. If an order cannot be fulfilled or a material error affects it, we will contact you about the available options. We will not charge a corrected higher price without your agreement. If we cancel an order after collecting payment, the amount collected for the canceled order will be returned as required by applicable law.

Product images may be illustrative, and available configurations or included accessories may differ by model. Review the specific item description and ask us about any information material to your purchase before ordering.

5. Payments, financing, and insurance

Use a payment method you are authorized to use. Customers can purchase online, with Square integrated into the website to process card payments. CareCredit is another available payment option. Other payment methods and arrangements depend on the transaction. Any installment, rental, or other payment plan must be disclosed and agreed to separately; these terms alone do not enroll you in recurring charges.

Our website may direct you to CareCredit or another independent financing provider. Applications, credit decisions, interest rates, fees, and repayment obligations are governed by that provider's agreements and disclosures. Financing approval is not guaranteed by Triumph, and visiting a financing link does not create a financing agreement with Triumph.

Insurance and Medicare assistance are subject to the applicable payer's requirements, eligibility rules, documentation, and coverage decisions. Website references to coverage do not guarantee that a particular person or product qualifies. Any patient payment responsibilities and billing arrangements should be established through the applicable service or patient agreement.

6. Shipping, delivery, and service scheduling

Delivery options and service availability depend on the product, location, and transaction. Any advertised next-day shipping applies only where the stated offer is available and its conditions are met. Estimated delivery or appointment times may be affected by stock, carrier operations, weather, or other circumstances.

Provide accurate delivery information and any access instructions needed for an agreed service. Contact us if an order is delayed, damaged, incomplete, or delivered incorrectly so we can review the issue. Specific delivery charges, installation arrangements, and any applicable deadlines should be disclosed with the transaction.

7. Returns, refunds, and warranties

Returns, exchanges, and refunds are governed by the applicable Refund Policy and the terms disclosed for the particular product or transaction. Contact Triumph before returning equipment for instructions. These terms do not create a universal return window, restocking fee, or exception for a particular product category.

Manufacturer warranties vary by product. Any Triumph warranty or service commitment must be identified in the applicable product or written service terms. Nothing here excludes a warranty or consumer remedy that cannot lawfully be excluded.

8. SMS messaging programs

Programs and message content. Triumph may offer SMS programs to customers, employees, technicians, and other authorized recipients. Depending on the program in which you enroll, messages may include responses to inquiries, order and delivery updates, equipment or appointment reminders, internal ticket or work notifications, or promotional offers. Your enrollment disclosure identifies the particular message categories you are agreeing to receive. Not every program or category is available to every recipient.

Consent and enrollment. Enrollment may be offered through a web form, verbal consent, a signed paper form, or a text keyword, as identified in the applicable program instructions. You must affirmatively agree to the specific program before enrollment. A web consent checkbox is separate and unchecked by default. Providing your phone number or accepting general website terms alone does not authorize promotional texts. Consent for promotional messages is collected separately from informational or operational messages.

Optional participation. SMS consent is optional and is not a condition of purchasing products or services, submitting an inquiry, or creating an account. If you decline or withdraw consent, you may use other available channels to communicate with Triumph. Expanding our offerings does not automatically expand the scope of your existing consent; additional consent will be requested where required.

Frequency and charges. Message frequency varies by program, requests, orders, appointments, or work activity. Message and data rates may apply under your mobile carrier's plan, including for enrollment, replies, and confirmation messages. Contact your carrier about your plan and charges.

Opting out. Reply **STOP** to a program message to unsubscribe from messages sent through that program or sender. You may receive a final message confirming your opt-out. You may also request an opt-out by contacting info@triumph-homecare.com or **1-855-634-0076**. If you participate in several programs or receive messages from different numbers, tell us if you want to stop all Triumph SMS programs. Opting out does not cancel an order or other existing agreement. Re-enrollment requires a new affirmative opt-in through an available enrollment method.

Help. Reply **HELP** to a program message for assistance, or contact info@triumph-homecare.com or **1-855-634-0076**. An opt-out request will not be treated as permission to send promotional messages.

Phone numbers and delivery. Enroll only with a number you own or are authorized to use, and notify us if that number changes or is reassigned. Message delivery depends on mobile network availability and other factors. Carriers are not liable for delayed or undelivered messages. Do not rely solely on SMS for emergencies or time-critical instructions.

Privacy. Personal information is handled as described in the applicable Privacy Policy, available through our website or the relevant enrollment page. Mobile information and SMS opt-in data are not sold or shared with third parties or affiliates for their marketing or promotional purposes. Messaging providers and carriers may process information necessary to deliver messages and administer consent and opt-outs.

Sensitive information. Do not send prescriptions, insurance documents, payment card details, or detailed medical information by ordinary SMS. Contact us for an appropriate method.

9. Privacy and communications

Our Privacy Policy explains how information collected through the website and related communications is handled. A separate patient Notice of Privacy Practices applies where required for protected health information. These terms do not waive privacy rights or authorize healthcare disclosures that require separate permission.

We may respond to an inquiry through the contact channel you provide, subject to your preferences and applicable requirements. Marketing communications require any consent applicable to that channel. General website forms should not be used to submit sensitive patient or financial information.

10. Acceptable use and website content

Do not use the website to commit fraud, submit unlawful or abusive material, interfere with normal operation, introduce malicious software, or attempt to access systems or information without authorization. We may restrict access where reasonably necessary to address misuse or security concerns, subject to applicable law and existing contractual obligations.

Website text, designs, graphics, and other content are owned by Triumph or used with permission. You may view and use the website for lawful personal or business inquiries and transactions. Reproduction or commercial redistribution of protected content requires the rights holder's permission, except where permitted by law. Product names and third-party trademarks remain the property of their respective owners.

11. Third-party services and links

Links to financing providers, equipment manufacturers, accreditation organizations, and other external services are provided for convenience or information. Those services have their own terms and privacy practices. Review them before submitting information or entering a transaction. Triumph does not control third-party websites merely because it links to them.

12. Website availability and limitations

We make reasonable efforts to maintain useful and accurate website information, but the website may contain errors or experience interruptions. To the extent permitted by applicable law, general website content is provided as available without a guarantee of uninterrupted access or complete accuracy. Confirm important product and transaction details with Triumph.

To the extent permitted by law, Triumph is not responsible for indirect or consequential losses arising solely from website interruptions or third-party website use. This provision does not limit liability for fraud, gross negligence, willful misconduct, or any liability or consumer right that cannot lawfully be limited. It does not override an express product warranty, agreed service obligation, or refund right.

13. Changes to these terms

We may revise these terms as our website, programs, or requirements change. Updated terms will be made available on the website or through the relevant program. Material changes will be communicated, and acceptance or consent obtained, where required. Changes will not retroactively remove rights under an existing transaction or enlarge previously granted SMS consent.

14. Applicable law and remaining provisions

These terms are governed by Florida law and applicable federal law, except where mandatory protections under another applicable law require otherwise. Nothing in these terms removes a non-waivable consumer right or determines employment rights. If a provision is found unenforceable, the remaining provisions continue to apply to the extent permitted by law.

15. Contact Triumph

Triumph Homecare Inc.

Email: info@triumph-homecare.com

Phone: **1-855-634-0076**

Website: <https://triumph-homecare.com>