

# Terms of Use

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The information and content (collectively, “Content”) on this website is for your general educational information only. The Content cannot, and is not intended to, replace the relationship that you have with your health care professionals. The Content on this website should not be considered medical advice and is not intended as medical advice. **If you are experiencing a medical emergency, you should not rely on any information on this website and should seek appropriate emergency medical assistance, such as calling “911”.** You should always talk to your health care professionals for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for you. None of the Content on this website represents or warrants that any particular drug or treatment is safe, appropriate or effective for you. Health information changes quickly. Therefore, you should always confirm information with your health care professionals.

This website is intended for a United States audience. If you live outside the U.S., you may see information on this website about products or therapies that are not available or authorized in your country.

The Content may include information regarding therapeutic and generic alternatives for certain prescription drugs, and may describe uses for products or therapies that have not been approved by the Food and Drug Administration. This Content is for informational, cost-comparison purposes only. It is not medical advice and does not replace consultation with a doctor, pharmacist or other health care professional. Talk to your health care provider to determine if an alternative prescription drug is right for you.

## Agreement and Terms

These website Terms of Use (“Terms”) describe the rules for using this website. These Terms constitute a legally binding agreement between you, the person using this website, and Choice Specialty Pharmacy. If you are helping another person use this website, these Terms constitute a legally binding agreement between both the helper and the person being helped and Choice Specialty Pharmacy. Terms such as “we” or “our” and “Company” refer to Choice Specialty Pharmacy and its affiliate entities. By using this website, you agree to the most-recent Terms as well as the most-recent version of our Privacy Policy. We may change these Terms at any time, and such changes will be posted on this or a similar page of this website. It is your responsibility to review these Terms each time you use this website. By continuing to use this website, you consent to any changes to our Terms. By using this website, you acknowledge and agree that any activity on this website is subject to monitoring by the Company at any time, and that the Company may use the results of such monitoring without limitation, subject to applicable law. If you enter into any other agreement with the Company, for example regarding health plan coverage, then these Terms are in addition to the terms of such other agreement. Neither entering into this agreement, nor visiting this website, nor any of these Terms, guarantees that you are eligible to receive coverage under any plan offered through this website or otherwise.

## License to use this website and content ownership

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### **Restrictions on use of this website**

You agree:

- not to use this website or Content in any way not explicitly permitted by these Terms or the text of the website itself;
- not to copy, modify or create derivative works involving the Content, except you may print a reasonable number of copies for your personal use, provided that you reproduce all proprietary copyright and trademark notices;
- not to misrepresent your identity or provide us with any false information in any information-collection portion of this website, such as a registration or application page;
- not to take any action intended to interfere with the operation of this website;
- not to access or attempt to access any portion of this website to which you have not been explicitly granted access;
- not to share any password assigned to or created by you with any third parties or use any password granted to or created by a third party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- to comply with all applicable laws and regulations while using this website or the Content. You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 18 years of age a parent and/or guardian agrees to these Terms of Use on your behalf.

### **Posting messages, comments or content**

Certain portions of this website may be configured to permit users to post messages, comments, or other content. Any such content is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose. You agree not to post any content:

- which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or

- the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

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The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, Choice Specialty Pharmacy permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the CHOICE SPECIALTY PHARMACY. Notices and counter-notices with respect to the website should be sent to the address above.

### **Changes to website content**

We may change, add or remove some or all of the Content on this website at any time. In addition, please note that although our goal is to provide accurate information, certain features that may be offered through this website, such as participating healthcare providers, pricing information or other Content, may not be accurate or up to date. In addition, please note that features of any plan or plans described in this website may change over time as permitted by law, including benefit levels, items included in any formulary, pricing or lists of participating providers or other associated vendors.

## **Links**

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## **NO WARRANTIES**

ALL CONTENT ON THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS. THE COMPANY, ALL THIRD PARTIES, IF ANY, PROVIDING CONTENT FOR THIS WEBSITE, AND ALL THIRD PARTIES PROVIDING SUPPORT OR INFORMATION FOR THIS WEBSITE (COLLECTIVELY, "WEBSITE-RELATED-PARTIES") HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE WEBSITE-RELATED-PARTIES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, CORRECTNESS, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THIS WEBSITE. WITHOUT LIMITING THE FOREGOING, THE WEBSITE-RELATED-PARTIES SPECIFICALLY DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION REGARDING PARTICULAR PLAN BENEFITS OR SCOPE OF COVERAGE IS ACCURATE OR COMPLETE. THE WEBSITE-RELATED-PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE TECHNOLOGY THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THIS WEBSITE IS FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE. Some states do not allow limitations on implied warranties, so one or more of the above limitations may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

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## **Governing law and statute of limitations**

The laws of the State of Texas govern these Terms and any cause of action arising under or relating to your use of the website, without reference to its choice-of-law principles. You agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of this website, is in the state and federal courts in the State of Texas, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this website, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

## **Contact us**

To contact us regarding these Terms or the operation of the website itself, contact us at [pharmacy@rxmci.com](mailto:pharmacy@rxmci.com).

## **Effective date**

The Effective Date of these Terms is January 1, 2018.

## **Additional terms**

Your obligations under the following sections survive termination of this Agreement: Important Note Regarding Website Content; Agreement and Terms; portions of License to use this website and content ownership; Restrictions on use of this website; Posting messages, comments or content; Copyright Infringement – CHOICE SPECIALTY PHARMACY Notice; Changes to website content; Links; NO WARRANTIES; LIMITATION OF LIABILITY; Governing law and statute of limitations; Additional terms. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You agree to defend and indemnify, Website-Related-Parties and their subsidiaries, affiliates, officers, directors, employees, and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of this Agreement or your use or misuse of the Content or website. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.