

Terms Of Use Agreement

Thank you for visiting the My Account website portal for the Specialty Rx, Inc. ("Specialty Rx") to assist you with Online Payment and related services. These are terms and conditions concerning your use of the My Account website. Specialty Rx provides this site and related services to you, the user of this site, only for your personal, non-commercial use and subject to your acceptance of and compliance with this Terms of Use Agreement.

PLEASE READ THE TERMS CONTAINED IN THIS DOCUMENT CAREFULLY. ALSO, PLEASE READ THE SPECIALTY RX'S TERMS OF USE AND PRIVACY POLICY ON ITS MAIN WEBPAGE (WWW.THESPECIALTYRX.COM). ALSO, YOU CAN LINK TO SPECIALTY RX'S HIPAA NOTICE THROUGH THE [PRIVACY POLICY](#).

YOUR USE OF THIS SITE AND THE SERVICES CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS SITE.

By accessing and using this site, you agree to be bound by the following terms and conditions. *This information establishes Specialty Rx's legal rights concerning payments, credits, charges, starting and ending service, limitations of liability, settlement of disputes by neutral arbitration instead of jury trials and class actions, and other important topics.* Throughout this Terms of Use Agreement, 'you' shall include any relative, guardian, close friend or other person who uses My Account on your behalf, whether or not you have given him/her permission.

1. Online Payment

To the extent you utilize Specialty Rx's Online Payment services on the My Account webpage, you acknowledge that there cannot be a guarantee that communications or payment transactions conducted online will be absolutely secure. You further acknowledge that there may be a system failure that may limit your ability to use the Online Payment services. You agree to assume all risk and liability arising from your use of Specialty Rx's Online Payment services, including the risk of breach in the security of the communications or transactions you conduct with Specialty Rx online. Specialty Rx's Online Payment services are provided "As Is" without warranty of any kind, whether expressed or implied, including without limitation the implied warranties of merchantability fitness for a particular purpose or otherwise.

You are solely responsible for maintaining the confidentiality of your password, banking information, credit card information or Specialty Rx account information and agree that Specialty Rx will have no obligations with regard thereto. You agree not to give your password to anyone except a close relative, guardian, friend or other person (such as a facility staff person), and that you are responsible if he/she uses your password inappropriately or violates these Terms of Use. You are entirely responsible for any and all activities that occur under your Specialty Rx account. You agree to notify Specialty Rx immediately upon your discovery of an unauthorized use of your account and any other breach of security. Specialty Rx will not be responsible for any loss you may incur as a result of someone else misusing your password, banking information, credit card information and Specialty Rx account either with or without your permission. However, you could be held liable for losses incurred by Specialty Rx or another party due to someone else using your password. You may not use anyone else's account at any time without the permission of the account holder. If you believe your password has been lost or stolen or someone has gained access to your password without your permission, call us immediately. If you use a third-party vendor (or distributor) to pay your Specialty Rx payment and you disclose to such vendor your username, password, account number, Specialty Rx will not be responsible for the accuracy and timeliness of processing your payment. In no event will Specialty Rx be liable to you or any other person for incidental or consequential damages arising out of any use of Specialty Rx's Online Payment services. Also, by using Specialty Rx's Online Payment services, you agree to defend, indemnify, and hold harmless all officers, directors, agents and employees of Specialty Rx from an against all claims, expenses, and attorney's fees arising out of your use of Specialty Rx's Online Payment services.

For purposes of identification, payments and marketing, you agree to provide Specialty Rx with current, accurate, complete, and updated information as prompted and required by the applicable enrollment form provided on the enrollment screen for registration for Online Payment, including legal name, address, telephone number(s), and applicable payment data (e.g. bank account number). By completing the enrollment form and clicking the "I Agree" button you authorize Specialty Rx to display your payment information on a secured Internet site. You are responsible for keeping your correct and current email address information in your customer profile. You agree to notify Specialty Rx immediately of any changes in your registration data. Proceeding with the registration process indicates your intent to comply with this term. Please review our Privacy Statement.

Please be aware that any transaction fails as a result of Non-Sufficient Funds or in the event of a non-arbitrated dispute with a credit card company that is resolved in favor of Specialty Rx, a fee, in the amount of \$35.00, will be levied to your Specialty Rx My Account.

2. ARBITRATION

THE USE OF THIS WEBSITE AND THE SERVICES PROVIDED BY THIS WEBSITE ARE SUBJECT TO THE ARBITRATION TERMS SET FORTH BELOW, AS WELL AS ANY INDEPENDENT ARBITRATION OR DISPUTE RESOLUTION TERM(S) IN ANY SEPARATE CUSTOMER AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE. ANY CONFLICT BETWEEN ANY ARBITRATION AND DISPUTE RESOLUTION TERM(S) IN ANY CUSTOMER AGREEMENT SHALL BE INTERPRETED IN FAVOR OF THIS TERMS OF USE AGREEMENT. ALSO, THE ARBITRATION AND DISPUTE RESOLUTION TERMS HEREIN SUPERSEDE THE RIGHT OR ABILITY TO PURSUE A CLAIM IN ANY OTHER FORUM UNDER THE SPECIALTY RX'S TERMS OF USE OR OTHER AGREEMENT, OR UNDER LAW AS APPLICABLE.

Independent arbitration. INSTEAD OF SUING IN COURT, YOU'RE AGREEING TO ARBITRATE DISPUTES ARISING OUT OF OR RELATED TO YOUR ACCESS AND USE OF THIS WEBSITE AND SERVICES PROVIDED THROUGH THIS SITE. ACCESS AND USE OF THIS WEBSITE INVOLVES COMMERCE AND THE FEDERAL ARBITRATION ACT APPLIES TO IT. ARBITRATION ISN'T THE SAME AS COURT. THE RULES ARE DIFFERENT AND THERE'S NO JUDGE AND JURY. YOU AND WE ARE WAIVING RIGHTS TO PARTICIPATE IN CLASS ACTIONS, INCLUDING PUTATIVE CLASS ACTIONS BEGUN BY OTHERS, AND OTHER LEGAL ACTIONS SO READ THIS CAREFULLY. (WE EACH RETAIN OUR RIGHTS TO COMPLAIN TO ANY REGULATORY AGENCY OR COMMISSION.) YOU AND WE EACH AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:

(1) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO YOUR ACCESS AND USE OF THIS WEBSITE AND SERVICES PROVIDED THROUGH THIS SITE, OR TO ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER WIRELESS INDUSTRY ARBITRATION ("WIA") RULES, AS MODIFIED BY THESE TERMS AND CONDITIONS. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM US OR THE AAA.

(2) EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, YOU WAIVE ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST US, OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, AND WE WAIVE ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST YOU. If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be stayed until any claims in that action that are subject to arbitration have been resolved. If claims are asserted against multiple parties, some of whom aren't required to arbitrate, the claims subject to arbitration must be severed.

(3) No arbitrator has authority to award relief in excess of what these terms and conditions provide, or to order consolidation or class arbitration, except that an arbitrator deciding a claim arising out of or relating to a prior agreement may grant as much substantive relief on a non-class basis as such prior agreement would permit. NO MATTER WHAT ELSE THESE TERMS AND CONDITIONS SAY, IT DOESN'T AFFECT THE SUBSTANCE OR AMOUNT OF ANY CLAIM YOU MAY ALREADY HAVE AGAINST US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST PRIOR TO THIS AGREEMENT. These terms and conditions just require you to arbitrate such claims on an individual basis. In all arbitrations, the arbitrator must give effect to applicable statutes of limitations and will decide whether an issue may be arbitrated or not. In a large/complex case arbitration, the arbitrators must also apply the federal Rules of Evidence and the losing party may have the award reviewed by a review panel of 3 arbitrators.

(4) IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, YOU AND WE EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. A JUDGE WILL DECIDE ANY DISPUTE INSTEAD.

(5) NO MATTER WHAT ELSE THESE TERMS AND CONDITIONS SAY, IT DOESN'T APPLY TO OR AFFECT THE RIGHTS IN A CERTIFIED CLASS ACTION OF A MEMBER OF A CERTIFIED CLASS WHO FIRST RECEIVES THESE TERMS AND CONDITIONS AFTER HIS CLASS HAS BEEN CERTIFIED, OR THE RIGHTS IN AN ACTION OF A NAMED PLAINTIFF WHO FIRST RECEIVES IT WHILE HIS ACTION IS PENDING, ALTHOUGH IT DOES APPLY TO OTHER ACTIONS, CONTROVERSIES, OR CLAIMS INVOLVING SUCH PERSONS.

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Specialty Rx reserves the right to change the terms and conditions of its Online Payment service. You are responsible for regularly reviewing these terms and conditions. Your continued use of Online Payment service constitutes your agreement to all such terms. By using Specialty Rx's site/service, you agree to abide by the terms and conditions of these Terms of Use.

2. HIPPA Notice

Specialty Rx respects and recognizes your rights to privacy, and ensures that your information is kept confidential in accordance with law. Please see our HIPAA Privacy Notice at <http://www.thespecialtyrx.com/privacy-policy/>